

PRESIDIO GROUP, LLC, a)	CIVIL NO.: CV
Washington limited liability)	
company; PRESIDIO GROUP, LLC,)	
d.b.a. PRESIDIO GROUP)	DEMAND FOR JURY TRIAL
INTERNATIONAL LLC, a)	
Washington unincorporated business)	COMPLAINT <u>RE</u>:
entity; PRESIDIO GROUP)	
INTERNATIONAL, LLC, a)	RACKETEER INFLUENCED AND
Washington unincorporated business)	CORRUPT ORGANIZATIONS ACT OF
entity; JAMESON KEALII KAUHI)	1970 [“RICO”][TITLE 18 U.S.C. §§ 1961]
and RAMONA CARMELLE)	RE: MULTIPLE RICO PRIMARY
KAUHI, both individually and upon)	SECONDARY, DERIVATIVE, and
behalf of their community property)	CONSPIRACY LIABILITY RE:
marital estate,)	PINKERTON v UNITED STATES,
)	328 U.S. 640 (1946); RICO
)	CONSPIRACY TO AID and ABET;
Plaintiffs,)	and, RICO AIDING and ABETTING
)	RICO CONSPIRACY
vs.)	
)	
GMAC MORTGAGE, LLC, a)	FOR PRIMARY CONTRAVENTION OF
Pennsylvania limited liability)	RICO § 1962(c) OF THE
company; RICHARD CANO, both)	RACKETEER INFLUENCED
individually and upon behalf of the)	AND CORRUPT
community property marital estate of))	ORGANIZATIONS ACT OF 1970
RICHARD CANO and CLAIRE)	[“RICO”][TITLE 18 U.S.C.
CLAIRE E. CANO; MARK)	§1962(c)];
SCHALLER; F. JAMES MAYHEW;)	FOR AIDING AND ABETTING
and, DARMSTAD CLEARING &)	PRIMARY CONTRAVENTION OF

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 **CONTRACTING, LTD., a foreign**
 2 **corporation,**

) **RICO § 1962(c)**
) **OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] [TITLE 18 U.S.C.**
) **§ 1962(c)];**

) **FOR RESPONDEAT SUPERIOR**
) **LIABILITY ARISING FROM**
) **PRIMARY CONTRAVENTION OF**
) **RICO § 1962(c) OF THE**
) **RACKETEER INFLUENCED AND**
) **CORRUPT ORGANIZATIONS ACT**
) **OF 1970 ["RICO"]**

) **[TITLE 18 U.S.C. § 1962(c)];**

) **FOR RICO SECTION 1962(d)**

) **[TITLE 18 U.S.C. § 1962(d)]**

) **CONSPIRATORIAL LIABILITY**
) **FOR CONTRAVENTION OF RICO**
) **§ 1962(c) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] [TITLE 18 U.S.C.**
) **§ 1962(c)]**

) **PINKERTON DOCTRINE**

) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)];**

) **FOR PRIMARY CONTRAVENTION**
) **OF RICO § 1962(a) OF THE**
) **RACKETEER INFLUENCED AND**
) **CORRUPT ORGANIZATIONS ACT**
) **OF 1970 ["RICO"]**

) **[TITLE 18 U.S.C. § 1962(a)];**

) **FOR AIDING AND**

) **ABETTING PRIMARY**
) **CONTRAVENTION OF RICO**
) **§ 1962(a) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] [TITLE 18 U.S.C.**
) **§ 1962(a)];**

) **FOR RESPONDEAT SUPERIOR**

) **LIABILITY ARISING FROM**
) **PRIMARY CONTRAVENTION OF**
) **RICO § 1962(a) OF THE**
) **RACKETEER INFLUENCED AND**
) **CORRUPT ORGANIZATIONS ACT**
) **OF 1970 ["RICO"]**

) **[TITLE 18 U.S.C. § 1962(a)];**

) **FOR RICO § 1962(d) [TITLE 18 U.S.C.**

) **§ 1962(d)] CONSPIRATORIAL**

) **LIABILITY FOR**

) **CONTRAVENTION OF RICO**

28 **COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS**
 2 **ACT OF 1970 ["RICO"] [18 USC §§ 1961 et.seq] RE: RICO § 1962(d) PINKERTON**
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

) § 1962(a) OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF
) 1970 [“RICO”] [TITLE 18 U.S.C.
) §1962(b)] PINKERTON DOCTRINE
) [Pinkerton v. United States, 328 U.S.
) 640 (1946)];
) FOR IMMEDIATE DISSOLUTION
) OF RICO ENTERPRISE AND
) PERMANENT EXPULSION OF
) RICO PERSONS FROM
) RICO ENTERPRISE
) PURSUANT TO
) RICO §1964(a)-(b) [TITLE
) U.S.C. §1964(a)-(b)] OF THE
) RACKETEER INFLUENCED
) AND CORRUPT ORGANIZATIONS
) ACT OF 1970 [“RICO”];
) FOR IMMEDIATE DISSOLUTION
) OF RICO ENTERPRISE AND
) PERMANENT EXPULSION
) OF RICO PERSONS FROM
) RICO ENTERPRISE PURSUANT
) TO RICO § 1964(b) [TITLE U.S.C.
) §1964(b)] OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF
) 1970 [“RICO”] AND RULE 65
) OF THE FEDERAL RULES
) OF CIVIL PROCEDURE;
) FOR IMMEDIATE DISSOLUTION
) OF RICO ENTERPRISE
) AND PERMANENT EXPULSION
) OF RICO PERSONS FROM
) RICO ENTERPRISE PURSUANT
) TO RICO 1964(a) [TITLE U.S.C.
) §1964(a)] OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF 1970
) [“RICO”] AND RULE 64 OF
) THE FEDERAL RULES OF CIVIL
) PROCEDURE;
) FOR IMMEDIATE DISSOLUTION
) OF RICO ENTERPRISE
) AND PERMANENT EXPULSION
) OF RICO PERSONS FROM
) RICO ENTERPRISE PURSUANT
) TO RICO §1964(b) [TITLE U.S.C.
) §1964(b)] OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF 1970
) [“RICO”];

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
 ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
 DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

) **FOR IMMEDIATE DISSOLUTION**
) **OF RICO ENTERPRISE**
) **AND PERMANENT EXPULSION**
) **OF RICO PERSONS FROM**
) **RICO ENTERPRISE**
) **PURSUANT TO**
) **RICO § 1964(b) [TITLE 18 U.S.C.**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]AND RULE 65 OF THE**
) **FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR IMMEDIATE DISSOLUTION**
) **OF RICO ENTERPRISE**
) **AND PERMANENT EXPULSION**
) **OF RICO PERSONS FROM**
) **RICO ENTERPRISE PURSUANT**
) **TO RICO § 1964(b) [TITLE 18**
) **UNITED STATES CODE**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 ["RICO"] AND RULE 64 OF**
) **THE FEDERAL RULES OF**
) **CIVIL PROCEDURE;**
) **FOR EX PARTE TEMPORARY**
) **RESTRAINING ORDER RELIEF**
) **re: ENJOIN PENDING**
) **LITIGATION PURSUANT TO**
) **RICO § 1964(a) [TITLE 18 U.S.C.**
) **§1964(a)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]AND RULE 65 OF THE**
) **FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR EX PARTE TEMPORARY**
) **RESTRAINING ORDER RELIEF**
) **re: ENJOIN PENDING**
) **LITIGATION PURSUANT TO**
) **RICO § 1964(b) [TITLE 18 U.S.C.**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]AND RULE 65 OF THE**
) **FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR RICO §1962(d) [TITLE 18 U.S.C.**
) **§1962(d)] CONSPIRATORIAL**
) **LIABILITY FOR**
) **CONTRAVENTION OF RICO**

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

) §1962©) OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF
) 1970 [“RICO”][TITLE 18 U.S.C.
) §1962©)] PINKERTON DOCTRINE
) [Pinkerton v. United States, 328 U.S.
) 640 (1946)] re: CONSPIRACY TO
) CONCEAL;
) FOR RICO §1962(d) [TITLE 18 U.S.C.
) §1962(d)] CONSPIRATORIAL
) LIABILITY FOR
) CONTRAVENTION OF RICO
) §1962(a) OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF
) 1970 [“RICO”][TITLE 18 U.S.C.
) §1962(a)] PINKERTON DOCTRINE
) [Pinkerton v. United States, 328 U.S.
) 640 (1946)] re: CONSPIRACY TO
) CONCEAL;
) FOR AIDING AND ABETTING
) RICO CONSPIRACY
) RICO SECTION 1962(d)
) [TITLE 18 U.S.C. §1962(d)]
) CONSPIRATORIAL LIABILITY
) FOR CONTRAVENTION OF RICO
) § 1962©) OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF 1970
) [“RICO”][TITLE 18 U.S.C.
) §1962©)]
) PINKERTON DOCTRINE
) [Pinkerton v. United States, 328 U.S.
) 640 (1946)];
) FOR AIDING AND ABETTING
) RICO CONSPIRACY
) RICO SECTION 1962(d)
) [TITLE 18 U.S.C. §1962(d)]
) CONSPIRATORIAL LIABILITY
) FOR CONTRAVENTION OF RICO
) § 1962(a) OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF 1970
) [“RICO”][TITLE 18 U.S.C.
) §1962(a)]
) PINKERTON DOCTRINE
) [Pinkerton v. United States, 328 U.S.
) 640 (1946)];
) FOR RICO CONSPIRACY FOR
) RICO AIDING AND ABETTING re:
) PRIMARY RICO SECTION 1962©)
) re: RICO SECTION 1962(d)

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
 ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
 DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

) [TITLE 18 U.S.C. §1962(d)]
) CONSPIRATORIAL LIABILITY
) FOR CONTRAVENTION OF RICO
) § 1962(c) OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF 1970
) [“RICO”][TITLE 18 U.S.C.
) §1962(c)]
) PINKERTON DOCTRINE
) [Pinkerton v. United States, 328 U.S.
) 640 (1946)];
) FOR RICO CONSPIRACY FOR
) RICO AIDING AND ABETTING re:
) PRIMARY RICO SECTION 1962(a)
) re: RICO SECTION 1962(d)
) RICO CONSPIRACY
) RICO SECTION 1962(d)
) [TITLE 18 U.S.C. §1962(d)]
) CONSPIRATORIAL LIABILITY
) FOR CONTRAVENTION OF RICO
) § 1962(a) OF THE RACKETEER
) INFLUENCED AND CORRUPT
) ORGANIZATIONS ACT OF 1970
) [“RICO”][TITLE 18 U.S.C.
) §1962(a)]
) PINKERTON DOCTRINE
) [Pinkerton v. United States, 328 U.S.
) 640 (1946)];
) FOR COMMISSION OF COMMON
) LAW FRAUD;
) FOR CIVIL CONSPIRACY TO
) COMMIT COMMON LAW FRAUD;
) FOR COMMISSION OF COMMON
) LAW CONVERSION;
) FOR CIVIL CONSPIRACY TO
) COMMIT COMMON LAW
) CONVERSION;
) FOR MONEY HAD AND RECEIVED;
) FOR AN ACCOUNTING;
) FOR BREACH OF CONTRACTUAL
) AGREEMENT;
) FOR BREACH OF FIDUCIARY
) DUTY;
) FOR IMPOSITION OF
) CONSTRUCTIVE TRUST;
) FOR UNJUST ENRICHMENT;
) FOR IMPOSITION OF
) EQUITABLE TRUST;
) FOR BREACH OF IMPLIED WARRANTY
) OF GOOD FAITH and
) FAIR DEALING ;
) FOR COMMISSION OF NEGLIGENT

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
 ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
 DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

) **INFLICTION OF MENTAL**
) **DISTURBANCE;**
) **FOR COMMISSION OF NEGLIGENCE**
) **RE: PRIMARY AND**
) **RESPONDEAT**
) **SUPERIOR LIABILITY;**
) **FOR COMMISSION OF NEGLIGENCE**
) **RE: NEGLIGENT SUPERVISION;**
) **FOR COMMISSION OF NEGLIGENCE**
) **RE: NEGLIGENT TRAINING;**
) **FOR COMMISSION OF NEGLIGENT**
) **MISREPRESENTATION OF FACT;**
) **FOR PRIMARY CONTRAVENTION OF**
) **WASHINGTON UNIFORM**
) **FRAUDULENT TRANSFER ACT**
) **["WASHUFTA"]****RCW**
) **§§ 19.40.011 et.seq.];**
) **FOR AIDING AND ABETTING**
) **PRIMARY CONTRAVENTION OF**
) **WASHINGTON UNIFORM**
) **FRAUDULENT TRANSFER ACT**
) **["WASHUFTA"]****RCW**
) **§§ 19.40.011 et.seq.];**
) **FOR CONSPIRACY**
) **TO CONTRAVENE**
) **WASHINGTON UNIFORM**
) **FRAUDULENT TRANSFER**
) **ACT ["WASHUFTA"]**
) **[Civil Code §§19.40.011 et.seq.];**
) **FOR CONTRAVENTION OF**
) **WASHINGTON CONSUMER**
) **PROTECTION ACT**
) **[R.C.W. 19.86.010 et.al.];**
) **FOR PRIMARY CONTRAVENTION OF**
) **WASHINGTON CRIMINAL**
) **PROFITEERING ACT**
) **["WASH RICO"]**
) **[RCW §§ 9A.82.001 et.seq.];**
) **FOR AIDING AND ABETTING**
) **PRIMARY CONTRAVENTION OF**
) **WASHINGTON CRIMINAL**
) **PROFITEERING ACT**
) **["WASH RICO"]**
) **[RCW §§ 9A.82.001 et.seq.];**
) **FOR RESPONDEAT SUPERIOR**
) **LIABILITY re: PRIMARY**
) **CONTRAVENTION OF**
) **WASHINGTON CRIMINAL**
) **PROFITEERING ACT**
) **["WASH RICO"]**
) **[RCW §§ 9A.82.001 et.seq.];**
) **FOR CONSPIRACY TO CONTRAVENE**

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"]**[18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON**
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

) **WASHINGTON CRIMINAL**
) **PROFITEERING ACT**
) **["WASH RICO"]**
) **[RCW §§ 9A.82.001 et.seq.];**
) **FOR RICO SUCCESSORSHIP**
) **LIABILITY re: RICO §§ 1962**
) **(a), 1962(b), 1962(c), 1962(d),**
) **1964(a), and 1964(b)**
) **[TITLE 18 USC §§ 1962(a)-d,**
) **1964(a), and 1964(b)];**
) **FOR RICO DIVESTITURE PURSUANT**
) **TO RICO §§ 1964(a)-1964(b)**
) **[TITLE 18 USC 1964(a)-1964(b)];**
) **FOR RICO CONSTRUCTIVE TRUST**
) **PURSUANT TO RICO §§**
) **1964(a)-1964(b) [TITLE**
) **18 USC §§ 1964(a)-1964(b)]; and,**
) **FOR RICO DISGORGEMENT**
) **PURSUANT TO RICO §§ 1962 (a),**
) **1962(b), 1962(c), 1962(d),**
) **1964(a), and 1964(b)**
) **[TITLE 18 USC §§ 1962(a)-d,**
) **1964(a), and 1964(b)].**

Defendants.)

Plaintiffs Presidio Group LLC, a Washington limited liability company, Presidio
 Group LLC, d.b.a. Presidio Group International, LLC, a Washington unincorporated
 business entity, Presidio Group International, LLC, a Washington unincorporated
 business entity, Jameson Kealii Kauhi and Ramona Carmelle Kauhi, both
 individually and upon behalf of their community property marital estate, allege and
 complain against defendants, and each and every one of them, as follows:

- ◆ GMAC Mortgage, LLC, a Pennsylvania limited liability company.
- ◆ Richard Cano, both individually and upon behalf of the community
property marital estate of Richard Cano and Claire E. Cano.
- ◆ Mark Schaller.
- ◆ F. James Mayhew.
- ◆ Darmstad Clearing & Contracting Ltd., a foreign corporation.

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§ 1961 et.seq] RE: RICO § 1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

RICO PARTIES

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3 1. Plaintiffs Presidio Group LLC, a Washington limited liability company,
4 Presidio Group LLC, d.b.a. Presidio Group International, LLC, a Washington
5 unincorporated business entity, Presidio Group International, LLC, a Washington
6 unincorporated business entity, Jameson Kealii Kauhi and Ramona Carmelle Kauhi,
7 both individually and upon behalf of their community property marital estate, allege
8 and complain against defendants, and each and every one of them, as follows:

- 9 ♦ GMAC Mortgage, LLC, a Pennsylvania limited liability company
10 ♦ Richard Cano, both individually and upon behalf of the community
11 property marital estate of Richard Cano and Claire E. Cano.
12 ♦ Mark Schaller.
13 ♦ F. James Mayhew.
14 ♦ Darmstad Clearing & Contracting Ltd., a foreign corporation.

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***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

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***COMPETENT FEDERAL SUBJECT MATTER JURISDICTIONAL
AND FEDERAL VENUE ALLEGATIONS***

2. Competent subject matter jurisdiction and venue exists, in whole and/or in part, pursuant to the following federal statutes:

A. Section 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964(a)];

B. Section 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964(b)];

C. Section 1964(c) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1964(c)];

D. Section 1965(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(a)];

E. Section 1965(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(b)];

F. Section 1965(d) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §1965(d)];

G. Federal Question Jurisdiction [Title 28 United States Code §1331];

***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 H. Federal Regulation of Commerce Jurisdiction [Title 28 United States
2 Code §1337];

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4 I. Federal Supplemental Jurisdiction [Title 28 United States Code
5 §1367(b)]; and,

6
7 J. Federal General Venue [Title 28 United States Code §1391(b)].

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
11 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

RICO PERSONS

[RICO TITLE 18 UNITED STATES CODE § 1961(3)]

3. Plaintiff Presidio Group LLC, a Washington limited liability company, [referred to herein after at times as “Presidio Group” or “PG LLC”], is a limited liability company formed, organized, and existing pursuant to the limited liability company laws of the state of Washington, maintaining its principal place of business within the City of Vancouver, County of Clark, State of Washington, and is engaged in business activities including, but not restricted to, the location, acquisition, development, and/or sale of interests in real properties. Presidio Group LLC is engaged in activities and conduct that affect federal interstate and/or foreign commerce. Presidio Group LLC is a “person,” as that term is defined pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”].

4. Plaintiff Presidio Group LLC, d.b.a. Presidio Group International, LLC, a Washington unincorporated business entity, [referred to herein after at times as “Presidio Group International, LLC,” “PGI,” and/or or “PG I LLC”], is an unincorporated business entity formed, organized, and existing pursuant to the laws of the state of Washington, maintaining its principal place of business within the City of Vancouver, County of Clark, State of Washington, and is engaged in business activities including, but not restricted to, the location, acquisition, development, and/or sale of interests in real properties. Presidio Group International LLC is engaged in activities and conduct that affect federal interstate and/or foreign commerce. Presidio Group International LLC is a “person,” as that term is defined pursuant to Section

1 1961(3) of the Racketeer Influenced and Corrupt Organizations Act of 1970
2 ["RICO"].

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4 5. Plaintiff Presidio Group International, LLC, a Washington
5 unincorporated business entity, [referred to herein after at times as "Presidio Group
6 International, LLC," "PGI," and/or or "PG I LLC"], is an unincorporated business
7 entity formed, organized, and existing pursuant to the laws of the state of Washington,
8 maintaining its principal place of business within the City of Vancouver, County of
9 Clark, State of Washington, and is engaged in business activities including, but not
10 restricted to, the location, acquisition, development, and/or sale of interests in real
11 properties. Presidio Group International LLC is engaged in activities and conduct
12 that affect federal interstate and/or foreign commerce. Presidio Group International
13 LLC is a "person," as that term is defined pursuant to Section 1961(3) of the
14 Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"].

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16 6. Plaintiffs Jameson Kealii Kauhi and Ramona Carmelle Kauhi, both
17 individually and upon behalf of their community property marital estate, [hereinafter
18 referred to as "Kauhi"], are, and during all times material herein have been, husband
19 and wife, residing within the City of Vancouver, County of Clark, State of
20 Washington. Plaintiffs Jameson Kealii Kauhi and Ramona Carmelle Kauhi are, and
21 during all times material herein have been, members, co-managing members, directors,
22 officers, agents, representatives, deputies, and/or agents acting upon behalf of Presidio
23 Group LLC, a Washington limited liability company. Jameson Kealii Kauhi and
24 Ramona Carmelle Kauhi are engaged in activities and conduct that affect federal
25 interstate and/or foreign commerce. Jameson Kealii Kauhi and Ramona Carmelle
26 Kauhi are each a "person," as that term is defined pursuant to Section 1961(3) of
27

1 the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”].

2
3 7. Plaintiffs Jameson Kealii Kauhi and Ramona Carmelle Kauhi, both
4 individually and upon behalf of their community property marital estate, [hereinafter
5 referred to as “Kauhi”], are, and during all times material herein have been, husband
6 and wife, residing within the City of Vancouver, County of Clark, State of
7 Washington. Plaintiffs Jameson Kealii Kauhi and Ramona Carmelle Kauhi are, and
8 during all times material herein have been, members, co-managing members, directors,
9 officers, agents, representatives, deputies, and/or agents acting upon behalf of Presidio
10 Group LLC d.b.a. Presidio Group International, LLC, a Washington unincorporated
11 business entity. Jameson Kealii Kauhi and Ramona Carmelle Kauhi are engaged in
12 activities and conduct that affect federal interstate and/or foreign commerce. Jameson
13 Kealii Kauhi and Ramona Carmelle Kauhi are each a “person,” as that term is
14 defined pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt
15 Organizations Act of 1970 [“RICO”].

16
17 8. Plaintiffs Jameson Kealii Kauhi and Ramona Carmelle Kauhi, both
18 individually and upon behalf of their community property marital estate, [hereinafter
19 referred to as “Kauhi”], are, and during all times material herein have been, husband
20 and wife, residing within the City of Vancouver, County of Clark, State of
21 Washington. Plaintiffs Jameson Kealii Kauhi and Ramona Carmelle Kauhi are, and
22 during all times material herein have been, members, co-managing members, directors,
23 officers, agents, representatives, deputies, and/or agents acting upon behalf of
24 Presidio Group International, LLC, a Washington unincorporated business entity.
25 Jameson Kealii Kauhi and Ramona Carmelle Kauhi are engaged in activities and
26 conduct that affect federal interstate and/or foreign commerce. Jameson Kealii

1 Kauhi and Ramona Carmelle Kauhi are each a “person,” as that term is defined
2 pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations
3 Act of 1970 [“RICO”].
4

5 9. Plaintiffs allege that GMAC Mortgage LLC, [hereinafter referred to as
6 “GMAC Mortgage”] is a limited liability company formed, organized, and created
7 pursuant to the limited liability company laws of the Commonwealth of Pennsylvania,
8 maintaining its principle place of business within Horsham Township, County of
9 Montgomery, Commonwealth of Pennsylvania, and is engaged in business activities
10 within the County of Clark, State of Washington. Plaintiffs allege that GMAC
11 Mortgage engages in activities that include, and are not restricted to, the providing of
12 real estate mortgage lending services and financial and professional consulting services
13 related thereto. Plaintiffs allege that GMAC Mortgage is engaged in activities and
14 conduct that affect federal interstate and/or foreign commerce. GMAC Mortgage is
15 a “person,” as that term is defined pursuant to Section 1961(3) of the Racketeer
16 Influenced and Corrupt Organizations Act of 1970 [“RICO”].
17

18 10. Plaintiffs allege that Richard Cano, both individually and upon behalf
19 of the community property marital estate of Richard Cano and Claire E. Cano,
20 [hereinafter referred to as “Cano”], are, and during all times material herein have been,
21 husband and wife, residing within the City of Vancouver, County of Clark, State of
22 Washington. Plaintiffs further allege that the conduct and/or actions of Richard Cano
23 as alleged more specifically hereinafter, were initiated, instituted, maintained, and
24 executed upon behalf of the community property marital estate of Richard Cano and
25 Claire E. Cano. Plaintiffs allege Richard Cano and Claire E. Cano are engaged in
26 activities and conduct that affect federal interstate and/or foreign commerce. Richard
27

1 Cano and Claire E. Cano are each a “person,” as that term is defined pursuant to
2 Section 1961(3) of the Racketeer Influenced and Corrupt Organizations Act of 1970
3 [“RICO”].
4

5 11. Plaintiffs allege that Richard Cano and Claire E. Cano, both
6 individually and upon behalf of their community property marital estate, [hereinafter
7 referred to as “Cano”], are, and during all times material herein have been, husband and
8 wife, residing within the City of Vancouver, County of Clark, State of Washington.
9 Plaintiffs further allege that the conduct and/or actions of Claire Cano as alleged more
10 specifically hereinafter, were initiated, instituted, maintained, and executed upon behalf
11 of the community property marital estate of Richard Cano and Claire E. Cano.
12 Plaintiffs allege Richard Cano and Claire E. Cano are engaged in activities and
13 conduct that affect federal interstate and/or foreign commerce. Richard Cano and
14 Claire E. Cano are each a “person,” as that term is defined pursuant to Section
15 1961(3) of the Racketeer Influenced and Corrupt Organizations Act of 1970
16 [“RICO”].
17

18 12. Plaintiffs allege that Richard Cano was at all times material herein
19 functioned and/or operated in the capacity as an agent, deputy, employee, nominee,
20 partner, representative, servant, director, and/or officer of GMAC Mortgage LLC, duly
21 serving in the authorized representative capacity of a senior loan officer therefore.
22 Plaintiffs further allege by virtue of Richard Cano’s duly authorized representative
23 capacity as a senior loan officer of GMAC Mortgage LLC, GMAC Mortgage LLC
24 expressly conferred upon Richard Cano the requisite authority, power, and/or
25 otherwise clothed and/or invested Richard Cano with the ability to act upon within the
26 scope and course of said principal-agency relationship and/or employer-employee
27

1 relationship with ***apparent agency authority*** to bind GMAC Mortgage LLC, by and
2 through the actions, conduct, commission, and/or omission to act of Richard Cano.

3
4 13. Plaintiffs allege that Richard Cano was at all times material herein
5 functioned and/or operated in the capacity as an agent, deputy, employee, nominee,
6 partner, representative, servant, director, and/or officer of GMAC Mortgage LLC, duly
7 serving in the authorized representative capacity of a senior loan officer therefore.
8 Plaintiffs further allege by virtue of Richard Cano's duly authorized representative
9 capacity as a senior loan officer of GMAC Mortgage LLC, GMAC Mortgage LLC
10 expressly conferred upon Richard Cano the requisite authority, power, and/or
11 otherwise clothed and/or invested Richard Cano with the ability to act upon within
12 the scope and course of said principal-agency relationship and/or employer-employee
13 relationship with ***ostensible agency authority*** to bind GMAC Mortgage LLC, by
14 and through the actions, conduct, commission, and/or omission to act of Richard Cano.

15
16 14. Plaintiffs allege that Richard Cano was at all times material herein
17 functioned and/or operated in the capacity as an agent, deputy, employee, nominee,
18 partner, representative, servant, director, and/or officer of GMAC Mortgage LLC, duly
19 serving in the authorized representative capacity of a senior loan officer therefore.
20 Plaintiffs further allege by virtue of Richard Cano's duly authorized representative
21 capacity as a senior loan officer of GMAC Mortgage LLC, GMAC Mortgage LLC
22 expressly conferred upon Richard Cano the requisite authority, power, and/or
23 otherwise clothed and/or invested Richard Cano with the ability to act upon within
24 the scope and course of said principal-agency relationship and/or employer-employee
25 relationship with ***inherent agency authority*** to bind GMAC Mortgage LLC, by and
26 through the actions, conduct, commission, and/or omission to act of Richard Cano.

1 15. Plaintiffs allege that Richard Cano was at all times material herein
2 functioned and/or operated in the capacity as an agent, deputy, employee, nominee,
3 partner, representative, servant, director, and/or officer of GMAC Mortgage LLC, duly
4 serving in the authorized representative capacity of a senior loan officer therefore.
5 Plaintiffs further allege by virtue of Richard Cano's duly authorized representative
6 capacity as a senior loan officer of GMAC Mortgage LLC, GMAC Mortgage LLC
7 expressly conferred upon Richard Cano the requisite authority, power, and/or
8 otherwise clothed and/or invested Richard Cano with the ability to act upon within
9 the scope and course of said principal-agency relationship and/or employer-employee
10 relationship with authority, pursuant to, and under the doctrine of, ***respondeat***
11 ***superior***, to bind GMAC Mortgage LLC, by and through the actions, conduct,
12 commission, and/or omission to act of Richard Cano.

13
14 16. Plaintiffs allege that Mark Schaller, [hereinafter referred to as
15 "Schaller"], is , and during all times material herein was, residing within the City of
16 Vancouver, County of Clark, State of Washington. Plaintiffs allege Schaller is
17 engaged in activities and conduct that affect federal interstate and/or foreign
18 commerce. Schaller is a "person," as that term is defined pursuant to Section 1961(3)
19 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"].

20
21 17. Plaintiffs allege that Mark Schaller was at all times material herein
22 functioned and/or operated in the capacity as an agent, deputy, employee, nominee,
23 partner, representative, servant, director, and/or officer of GMAC Mortgage LLC, duly
24 serving in the authorized representative capacity of a supervisory managerial officer
25 therefore. Plaintiffs further allege by virtue of Mark Schaller's duly authorized
26 representative capacity as a supervisory managerial officer of GMAC Mortgage LLC,

27
28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
18 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
 DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 GMAC Mortgage LLC expressly conferred upon Mark Schaller the requisite
2 authority, power, and/or otherwise clothed and/or invested Mark Schaller with the
3 ability to act upon within the scope and course of said principal-agency relationship
4 and/or employer-employee relationship with ***apparent agency authority*** to bind
5 GMAC Mortgage LLC, by and through the actions, conduct, commission, and/or
6 omission to act of Richard Cano.

7
8 18. Plaintiffs allege that Mark Schaller was at all times material herein
9 functioned and/or operated in the capacity as an agent, deputy, employee, nominee,
10 partner, representative, servant, director, and/or officer of GMAC Mortgage LLC, duly
11 serving in the authorized representative capacity of a supervisory managerial officer
12 therefore. Plaintiffs further allege by virtue of Mark Schaller's duly authorized
13 representative capacity as a supervisory managerial officer of GMAC Mortgage LLC,
14 GMAC Mortgage LLC expressly conferred upon Mark Schaller the requisite
15 authority, power, and/or otherwise clothed and/or invested Mark Schaller with the
16 ability to act upon within the scope and course of said principal-agency relationship
17 and/or employer-employee relationship with ***ostensible agency authority*** to bind
18 GMAC Mortgage LLC, by and through the actions, conduct, commission, and/or
19 omission to act of Richard Cano.

20
21 19. Plaintiffs allege that Mark Schaller was at all times material herein
22 functioned and/or operated in the capacity as an agent, deputy, employee, nominee,
23 partner, representative, servant, director, and/or officer of GMAC Mortgage LLC, duly
24 serving in the authorized representative capacity of a supervisory managerial officer
25 therefore. Plaintiffs further allege by virtue of Mark Schaller's duly authorized
26 representative capacity as a supervisory managerial officer of GMAC Mortgage LLC,

1 GMAC Mortgage LLC expressly conferred upon Mark Schaller the requisite
2 authority, power, and/or otherwise clothed and/or invested Mark Schaller with the
3 ability to act upon within the scope and course of said principal-agency relationship
4 and/or employer-employee relationship with *inherent agency authority* to bind
5 GMAC Mortgage LLC, by and through the actions, conduct, commission, and/or
6 omission to act of Richard Cano.

7
8 20. Plaintiffs allege that Mark Schaller was at all times material herein
9 functioned and/or operated in the capacity as an agent, deputy, employee, nominee,
10 partner, representative, servant, director, and/or officer of GMAC Mortgage LLC, duly
11 serving in the authorized representative capacity of a supervisory managerial officer
12 therefore. Plaintiffs further allege by virtue of Mark Schaller's duly authorized
13 representative capacity as a supervisory managerial officer of GMAC Mortgage LLC,
14 GMAC Mortgage LLC expressly conferred upon Mark Schaller the requisite
15 authority, power, and/or otherwise clothed and/or invested Mark Schaller with the
16 ability to act upon within the scope and course of said principal-agency relationship
17 and/or employer-employee relationship with authority, pursuant to, and under the
18 doctrine of, *respondeat superior*, to bind GMAC Mortgage LLC, by and through
19 the actions, conduct, commission, and/or omission to act of Richard Cano.

20 21. Plaintiffs allege that Mark Schaller and Richard Cano were previously
21 employed by Chase Manhattan Bank wherein Schaller supervised, reviewed, and/or
22 was responsible for managing the activities and conduct of Richard Cano during a four
23 [4] year period. Plaintiffs further allege that Cano was employed by Chase Manhattan
24 Bank in the capacity of a senior loan officer and/or loan officer.

25
26 22. Plaintiffs allege that Mark Schaller and Richard Cano were previously
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
20 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 employed by First Horizon wherein Schaller supervised, reviewed, and/or was
2 responsible for managing the activities and conduct of Richard Cano during a four [4]
3 year period. Plaintiffs further allege that Cano was employed by First Horizon in the
4 capacity of a senior loan officer and/or loan officer.

5
6 23. Plaintiffs allege that F. James Mayhew [hereinafter referred to as
7 “Mayhew”], is, and during all times material herein was, an attorney and counselor of
8 law duly admitted to engage in the practice of law before the Supreme Court of the
9 State of Washington, maintaining his principal office for the active practice of law
10 within the City of Vancouver, County of Clark, State of Washington. Plaintiffs further
11 allege that at and during all times material herein that Mayhew functioned and/or
12 served as the legal representative, attorney, legal advisor, counselor, solicitor, and/or
13 lawyer representing the interests of Richard Cano, as more specifically alleged
14 hereinafter. Plaintiffs allege Mayhew is engaged in activities and conduct that affect
15 federal interstate and/or foreign commerce. Mayhew is a “person,” as that term is
16 defined pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt
17 Organizations Act of 1970 [“RICO”].

18
19 24. Plaintiffs allege that Darmstad Clearing & Contracting Ltd., a foreign
20 corporation, [hereinafter referred to as “Darmstad”] is a foreign corporation of
21 unknown origin, organized and created pursuant to the laws of an unknown foreign
22 nation. Plaintiffs further allege that Richard Cano owns, controls, manages, directs,
23 and/or operates Darmstad, and is engaged in business activities within the County
24 of Clark, State of Washington. Plaintiffs allege that Darmstad engages in activities
25 that include, and are not restricted to, the providing of financial services and lending
26 and professional consulting services related thereto. Plaintiffs allege that Darmstad
27

1 is engaged in activities and conduct that affect federal interstate and/or foreign
2 commerce. Darmstad is a “person,” as that term is defined pursuant to Section
3 1961(3) of the Racketeer Influenced and Corrupt Organizations Act of 1970
4 [“RICO”].

5
6
7 25. Plaintiffs allege that each and every defendant is liable as a principal
8 pursuant to Title 18 United States Code §§ 2(a)-(b) and that each and every defendant
9 is liable as a co-conspirator pursuant to Title 18 United States Code § 371. Plaintiffs
10 further allege that the acts, conduct, activities, and/or omissions committed by any one
11 defendant are attributable to all of the other defendants.

12
13
14 26. Plaintiffs allege that at all times material herein, the activities, conduct,
15 and/or omissions committed and/or engaged in by the defendants herein give rise to this
16 action being instituted within this federal district court inasmuch as plaintiffs are
17 citizens and residents of the City of Vancouver, County of Clark, State of
18 Washington, and the events that give rise to the federal Racketeer Influenced and
19 Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961,
20 1965(a), (b), and (d)] action are predicated under the RICO co-conspiracy theory of
21 venue and co-conspiracy theory of personal jurisdiction, by and through employment
22 of federal instrumentalities of federal interstate commerce, including the federal mails,
23 federal wires, and traveling in connection with the commission of racketeering
24 activity across federal interstate and/or international boundaries and/or lines.

25
26 27. Plaintiffs further allege that the defendants, each of whom are engaged

27
28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
22 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 in principal business activities within the City of Vancouver, County of Clark, State
2 of Washington, engaged in continuous, concerted, and systematic activities with
3 plaintiffs within this district, resulting in injury to their respective interests in their
4 business or property, pursuant to RICO Title 18 U.S.C. § 1964©).

5
6 28. Plaintiffs allege that venue is proper within this judicial district pursuant
7 to Title 28 U.S.C. §§ 1391(a)(2), (a)(3), and (b) inasmuch as all defendants transact
8 business and can be found within this district, and that a substantial part of the events
9 or omissions giving rise to the claims occurred, or a substantial part of property that
10 is the subject matter is situated within, this district.

11
12
13 ***II. COMPREHENSIVE ARTIFICE AND SCHEME TO DEFRAUD AND***
14 ***TO DEPRIVE PLAINTIFFS OF THEIR INTERESTS IN BUSINESS***
15 ***OR PROPERTY [TITLE 18 U.S.C. § 1964©)] – RICO ARTIFICE AND***
16 ***SCHEME TO DEFRAUD re: DESTRUCTION and INJURY TO***
17 ***BUSINESS***

18
19 29. Plaintiffs allege that in and during 2005, by and through the use of
20 federal interstate wires, including electronic messaging, electronic mail, instant
21 messaging, and/or e mail, and/or federal mail, Richard Cano, by and through the scope
22 and course of his employment in the capacity as a senior loan officer with Countrywide
23 Home Loans, Inc., contacted plaintiffs relative to developing existing and/or
24 prospective mortgage loan business opportunities. Cano had theretofore established
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27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
29 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
30 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 a business relationship with plaintiff Ramona Carmelle Laird (Kauhi) who operated and
2 managed a real estate business wherein Ms. Laird (Kauhi) placed mortgage loans with
3 Cano upon residential properties Ms. Laird (Kauhi) sold as a realtor. Cano also
4 financially sponsored Ms. Laird (Kauhi) high speed performance racing car under NTI-
5 Racing.com in various professional competitions.
6
7

8
9 30. Plaintiffs allege that Cano, by and through by and through the use of
10 federal interstate wires, including electronic messaging, electronic mail, instant
11 messaging, and/or e mail, and/or federal mail, contacted Mr. Kauhi in 2005 that Cano
12 was departing the employ of Countrywide Home Loans, Inc., and accepting a
13 comparable position as a senior loan officer at GMAC Mortgage, LLC inasmuch as
14 GMAC Mortgage, LLC would accord Cano a substantially extensive and more diverse
15 area to originate, promote, and market commercial real estate development loans, as
16 well as provide real estate consultation services.
17
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19

20
21 31. Plaintiffs allege that during 2005, after Cano commenced employment
22 as a senior loan officer with GMAC Mortgage, LLC, plaintiff Ramona Carmelle Laird
23 Kauhi, by and through by and through the use of federal interstate wires, including
24 electronic messaging, electronic mail, instant messaging, and/or e mail, and/or federal
25 mail, introduced Canon, appearing in his duly authorized capacity as a senior loan
26
27

1 officer upon behalf of GMAC Mortgage, LLC, to Jameson K. Kauhi, at the time her
2 prospective spouse. The meeting occurred at the Portland International Raceway
3 ["PIR"], located in Portland, Oregon, during a high performance speed race, for the
4 purpose of Jameson Kauhi's efforts to obtain and secure monetary financing to
5 consummate an eighty-one [81] acre commercial real estate development situated in
6 Vancouver, Washington, referred to hereinafter as the "Deffenbaugh Project."
7
8
9
10

11 32. Plaintiffs allege that Jameson Kauhi affirmatively represented to Cano,
12 appearing in his duly authorized capacity as a senior loan officer upon behalf of GMAC
13 Mortgage, LLC, during this particular meeting, and during all subsequent meetings,
14 including, but not restricted to, teleconference, and/or communications via telephone,
15 electronic messaging, electronic mail, instant messaging, and/or e mail, that Kauhi
16 endeavoured to locate, obtain, and/or secure necessary monetary financing to
17 consummate the Deffenbaugh Project upon behalf of Presidio Group LLC, a
18 Washington limited liability company, Presidio Group LLC, d.b.a. Presidio Group
19 International, LLC, a Washington unincorporated business entity, and Presidio Group
20 International, LLC, a Washington unincorporated business entity. Plaintiffs further
21 allege that Jameson Kauhi reaffirmed and confirmed to Cano, and that Cano affirmed
22 and confirmed to Jameson Kauhi, that Kauhi sought such funding upon behalf of these
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1 particular business concerns owned, controlled, managed, operated and administered
2 by Jameson Kauhi.
3

4
5 33. Plaintiffs allege that Jameson Kauhi, at times material herein,
6 affirmatively represented to Cano, and Cano, appearing in his duly authorized capacity
7 as a senior loan officer upon behalf of GMAC Mortgage, LLC, affirmatively
8 acknowledged and confirmed, by and through teleconference, and/or communications
9 via telephone, electronic messaging, electronic mail, instant messaging, and/or e mail,
10 that Jameson Kauhi and Ramona Carmelle Laird (Kauhi) were co-managing
11 members, co-members, officers, directors, partners, employees, representatives,
12 nominees, deputies, and/or supervisory agents of Presidio Group LLC, a Washington
13 limited liability company, Presidio Group LLC, d.b.a. Presidio Group International,
14 LLC, a Washington unincorporated business entity, Presidio Group International, LLC,
15 a Washington unincorporated business entity, and that these collective businesses were
16 seeking the monetary funding for the Deffenbaugh Project.
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23 34. During the course and scope of this particular metering and subsequent
24 meeting(s) between Cano at Cano's GMAC Mortgage, LLC, corporate offices at Park
25 Plaza Drive, Park Plaza Tower II, Vancouver, Washington, GMAC Mortgage, LLC,
26
27

1 with Jameson Kauhi, the duly authorized representatives of Presidio Group LLC, a
2 Washington limited liability company, Presidio Group LLC, d.b.a. Presidio Group
3 International, LLC, a Washington unincorporated business entity, Presidio Group
4 International, LLC, a Washington unincorporated business entity, Cano affirmatively
5 represented and confirmed to plaintiffs that Cano, acting in his duly authorized
6 capacity upon behalf of GMAC Mortgage, LLC, could secure the monetary funding
7 for the Deffenbaugh Project through GMAC Mortgage, LLC, without difficulty.
8 Plaintiffs reasonably relied upon Cano's representations to their legal detriment and
9 resulting injuries to their interest in their respective businesses and/or properties.
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15 35. Plaintiffs allege that also during scope and course of this meeting with
16 Cano at the GMAC Mortgage, LLC, offices, Cano affirmatively represented and
17 confirmed to plaintiffs that Cano, by and through GMAC Mortgage, LLC, routinely
18 placed British Pounds Sterling ["£"] in a foreign construction company contracted in
19 rebuilding the war ravaged infrastructure of Iraq, and that the placement of foreign
20 monies to facilitate and further the foreign construction company's business pursuits
21 were substantially lucrative.
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26 36. Plaintiffs further allege that during the scope and course of this meeting
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
29 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
30 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***
31

1 with Cano at the GMAC Mortgage, LLC, offices, Cano affirmatively represented and
2 confirmed to plaintiffs that Cano, by and through GMAC Mortgage, LLC, needed
3 \$187,000 to pay and satisfy all applicable taxes, fees, expenses, and costs in order
4 to obtain the release from an escrow account the monetary funds required by plaintiffs
5 for the Deffenbaugh Project and transferred from overseas to the United States of
6 America. Plaintiffs reasonably relied upon Cano's representations to their legal
7 detriment and resulting injuries to their interest in their respective businesses and/or
8 properties.
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13
14 37. Plaintiffs allege that during a subsequent meeting with Cano at the
15 GMAC Mortgage, LLC offices that plaintiffs did not need to obtain the monetary
16 funding for the Deffenbaugh Project through GMAC Mortgage, LLC inasmuch as
17 Cano allegedly had access to, or the ability to obtain possession of, £ 10,000,000,
18 approximately \$19,000,000 USD, in an escrow account in England from the sale of
19 his foreign construction company, which Cano refused to disclose the true identity to
20 plaintiffs. Plaintiffs further allege that Cano affirmatively represented and confirmed
21 to plaintiffs that Cano had acquired and accumulated this amount of funds as a result
22 of his proprietary ownership in a foreign company that obtained construction contracts
23 to rebuilding the war ravaged infrastructure of Iraq. Plaintiffs reasonably relied upon
24
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1 Cano's representations to their legal detriment and resulting injuries to their interest
2 in their respective businesses and/or properties.
3

4
5 38. Plaintiffs also allege that Cano, acting in his duly authorized capacity
6 upon behalf of GMAC Mortgage, LLC, represented and confirmed to plaintiffs that
7 Cano, upon behalf of GMAC Mortgage, LLC, could provide monetary funds through
8 a loan to plaintiffs to acquire a personal residence for \$575,000. Plaintiffs further allege
9 that Cano assured and reaffirmed to plaintiffs that GMAC Mortgage, LLC, would
10 provide 100% financing for the personal residential property purchase by
11 providing an 80% first mortgage loan and a 20% second mortgage loan. Plaintiffs
12 reasonably relied upon Cano's representations to their legal detriment and resulting
13 injuries to their interest in their respective businesses and/or properties.
14
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19 39. Plaintiffs allege that commencing on or about 1 September 2005, and
20 continuing up and through early 2006, Cano, appearing in his duly authorized
21 representative capacity as a senior loan officer upon behalf of GMAC Mortgage, LLC,
22 by and through the employment of federal interstate wires, teleconferencing, and/or
23 communications via telephone, electronic messaging, electronic mail, instant
24 messaging, and/or e mail, consistently affirmed, reaffirmed, confirmed, promised,
25
26
27

1 and/or otherwise warranted to plaintiffs that in exchange for plaintiffs' providing
2 Cano and GMAC Mortgage, LLC, with \$187,000 pay and satisfy all applicable taxes,
3 fees, expenses, and costs in order to obtain the release from an escrow account the
4 monetary funds required by plaintiffs for the Deffenbaugh Project and transferred from
5 overseas to the United States of America, Cano and GMAC Mortgage, LLC, would:
6

- 7
- 8 A. Acquire upon behalf of, and for the benefit of, plaintiffs, the
9 \$575,000 personal residential real property plaintiffs were
10 incurring a loan obligation to otherwise acquire said real property;
11
- 12 B. Provide \$14,500,000 of monetary funding for plaintiffs'
13 Deffenbaugh Project; and,
14
- 15 C. Provide monetary funding for investment placement purposes in
16 plaintiffs' prospective real estate and related business ventures
17 pursued by Jameson Kauhi and Ramona Carmelle Laird (Kauhi),
18 as co-managing members, co-members, officers, directors,
19 partners, employees, representatives, nominees, deputies, and/or
20 supervisory agents of Presidio Group LLC, a Washington limited
21 liability company, Presidio Group LLC, d.b.a. Presidio Group
22 International, LLC, a Washington unincorporated business entity,
23
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1 and, Presidio Group International, LLC, a Washington
2
3 unincorporated business entity.
4

5 40. Plaintiffs allege that GMAC Mortgage, LLC, by and through
6
7 supervisory managing members, duly authorized supervisory managers, officers,
8
9 representatives, directors, partners, deputies, servants, and/or supervisory corporate co-
10
11 managers affirmed, adopted, acquiesced, ratified, confirmed, and/or otherwise
12
13 consented to Richard Cano's activities, appearing in his duly authorized representative
14
15 capacity as a senior loan officer upon behalf of n behalf of GMAC Mortgage, LLC, as
16
17 alleged herein above and as alleged more specifically herein below.
18

19 41. Plaintiffs further allege that GMAC Mortgage, LLC, derived monetary
20
21 and/or increased business benefits as a proximate and direct result and/or proximate
22
23 cause of the activities of Cano, specifically, Cano's activities resulted with increased
24
25 referrals by plaintiffs to Cano and GMAC Mortgage, LLC, for real estate lending and
26
27 real estate financing business. Plaintiffs further allege that GMAC Mortgage, LLC,
28
29 inured benefits in the form of increased lending activity and increased placing of real
30
31 estate residential and/or commercial loans, resulting with commission fees received by
Cano and/or GMAC Mortgage, LLC.

1 42. Plaintiffs allege that Cano, appearing in his duly authorized
2 representative capacity as a senior loan officer upon behalf of GMAC Mortgage, LLC,
3 and GMAC Mortgage, LLC, by and through the employment of federal interstate
4 wires, teleconferencing, and/or communications via telephone, electronic messaging,
5 electronic mail, instant messaging, and/or e mail, transmitted, disseminated, and/or
6 represented the following to plaintiffs through a series of electronic mails traversing
7 federal interstate and/or foreign boundaries, that such representations were material
8 misrepresentations of fact, and omitted to disclose facts that were material omissions
9 of fact, lulling plaintiffs into a false sense of security and false sense of hope. Plaintiffs
10 reasonably relied upon the representations transmitted, disseminated, and/or
11 communicated by Cano and GMAC Mortgage, LLC to plaintiffs, alleged herein after
12 as follows:
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19 ***MATERIALLY FALSE and MISLEADING ELECTRONIC MAIL/ELECTRONIC***
20 ***MESSAGING [“E MAIL”] ACTIVITY TRANSMITTED ACROSS FEDERAL***
21 ***INTERSTATE AND/OR INTERNATIONAL/FOREIGN BOUNDARIES IN***
22 ***CONNECTION WITH PERPETRATING and PERPETUATING AN ARTIFICE***
23 ***OR SCHEME TO DEFRAUD***
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27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
32 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
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1 ♦ 22 November 2005 E mail letter from Cano/GMAC Mortgage, LLC
2 confirming telephonic communication with Jameson
3
4 Kauhi of 22 November 2005, accentuating strict and
5 absolute anonymity as crucial regarding represented
6 monetary funding, and reference to undisclosed,
7 unnamed European bank and telephonic
8 communications with a duly authorized representative
9 of representative of "Presidio" "as long as I am
10 present." Communique describes prior adverse
11 experience of Cano dealing with European banks,
12 allegedly being charged a "Tariff or tax" on money
13 withdrawn from accounts, and allegedly having lost
14 monies the year before involving an alleged San
15 Francisco real estate developer demanding proof of
16 funds in escrow account, charged \$282,000 in
17 penalties and tax because of withdrawal of
18 \$5,000,000; communique reiterates demand for non
19 refundable \$180,000 fee to assure performance,
20 assents and confirms to collaborating with "Presidio"

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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as an intermediary upon his behalf. /s/ “Richard
Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

◆ 27 November 2005

E mail letter from Cano/GMAC Mortgage, LLC
confirms telephone conversation with Jameson Kauhi
to commit and provide \$180,000, consistent with, and
in response to, Cano and GMAC Mortgage, LLC’s
previous verbal and/or written inquires and requests
for said monetary funds to satisfy certain taxes, fees,
costs, and expenses in order to access overseas’
monetary funds in escrow account in exchange for
Cano and GMAC Mortgage, LLC, to provide
plaintiffs with monetary funding to pursue
Deffenbaugh Project; e mail letter represents securing
of letter of guarantee from “my bank overseas.....
Should take them a day or so... and then I’m going to
ask them to send me an original....so that I can
present the original to you. We can then set another
appointment, sign the agreements as well as transfer
the \$180,000 and within 48 hours from the transfer of

1 the funds, we'll have all my funds at our disposal.
2
3 Thanks again Jameson.... I'll call you in the AM on
4 Monday. P.S. I've got a conference call with my bank
5 around midnight tonite (its 8am their time). /s/
6
7 Richard Cano, Sr. Loan Officer, GMAC Mortgage
8 Corp.”

9
10 ♦ 30 November 2005

E mail from Cano/GMAC Mortgage, LLC, requesting
11 plaintiffs maintain referenced forwarded documents
12 in absolute and strict confidence and private;
13 confirmed that “... I have already wired \$207,000 to
14 my brokerage account where those funds will sit until
15 I send \$180,000. The process usually takes about 3
16 to 7 days... but the bank [undisclosed] us
17 guaranteeing 4 days;” communicate requests plaintiffs
18 call or e mail Cano, stating that ... “I am also going to
19 assume that your funder is serious..because I do not
20 want to share this information about me with anyone
21 who is not serious.” /s/ Richard Cano, Sr. Loan
22 Officer, GMAC Mortgage Corp.”

1 ♦ 5 December 2005 E mail letter from Cano/GMAC Mortgage, LLC,
2 confirming agreement with plaintiffs to “get the
3 \$180,000 this week...” /s/ Richard Cano, Sr. Loan
4 Officer, GMAC Mortgage Corp.”
5

6 ♦ 6 December 2005 E mail letter from Cano/GMAC Mortgage LLC,
7 confirming that “I just emailed my personal banker
8 [undisclosed] in England to give him a heads up that
9 someone may be calling to get verification on my
10 “proof of funds;” communicate reaffirms previous e
11 mail letter accentuating absolute and strict
12 confidentiality and privacy, and that the
13 representative of the undisclosed bank in England
14 will not communicate telephonically with plaintiffs’
15 “investors” and plaintiffs’”investors International
16 Banker” unless Cano provides prior authorization;
17 accentuates alleged privacy requirements governing
18 banking in the United Kingdom as basis for Cano not
19 authorization telephonic communication by Cano’s
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undisclosed bank representative.”/s/ Richard Cano.”

◆ 6 December 2005 E mail letter from Cano and GMAC Mortgage, LLC, to plaintiffs [Ramona Kauhi] accentuating necessity to obtain monies for projected financial matters upon an expedited basis. “I understand there were some delays with his funder [undisclosed] ... but three weeks is a little long for me to wait and not make any money during those three weeks. Jameson told me that he’s sure this will come together... and I put other investment deals on hold until this Wednesday..... so I have no idea by Wednesday.... I’ve got to pull the plug and get on with some other investment deals.” “/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

◆ 9 December 2005 E mail letter from Cano and GMAC Mortgage, LLC, forwarding an e mail letter commune from an alleged Percival Smith, allegedly “Head of the International Banking unit as well as the head of the

1 Legal Department,” stating that Smith is informed
2 that a Dr. Darrell Law will call to speak with Smith
3 regarding verification of Cano’s proof of funds,
4 requests plaintiffs provide “contractor’s name and
5 company to be forwarded to Smith. “/s/ Richard
6 Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

7
8
9 ♦ 15 December 2005

10 E mail letter from Cano and GMAC Mortgage, LLC,
11 describing alleged receipt of good news after I had a
12 lengthy conversation with “my [undisclosed] bank in
13 England.... The Managing director [undisclosed] and
14 my personal banker [undisclosed] are going in front
15 of the Board of Directors [undisclosed] tomorrow....
16 I made a special request. I basically requested them
17 to make an exception.... We’ll be short \$90k and I
18 asked them to make it an exception. I’ve been
19 banking with them for a very long time...it’s the least
20 they can do. What I was calling about was I wanted
21 to find out how fast you can put that \$82k together.....
22 They [undisclosed] are telling me that I need to wire

1 it in the next 24 to 48 ours if the Board [undisclosed]
 2 approves the exception. In other words I'd like to be
 3 in a position to wire the funds immediately...the
 4 minute I get their approval (If they approve it). Let
 5 me know how fast you can put that 82k together.
 6 P.S. I have a back up plan.... A close friend
 7 [undisclosed] of mine may help you and I out.
 8 Although I do like the idea of the Ivy Street Heloc.
 9 But lets not do anything on that yet." "/s/ Richard
 10 Cano, Sr. Loan Officer, GMAC Mortgage Corp."

11
 12
 13
 14
 15 ♦ 17 December 2005

E mail letter from Canon and GMAC Mortgage,
 16 LLC, stating that "[w]e're on.....all the board of
 17 directors [undisclosed] have signed off on my
 18 "Request for an exception"..... Go ahead and round
 19 up the \$82,000 as soon as possible..... I need to have
 20 the funds no later than Tuesday morning....to wire
 21 immediately. I've also called you and left a phone
 22 message with the good news...lets get this done
 23 asap... no delays this time. I need to wire the money

1 no later than Noon on Tuesday.” “/s/ Richard Cano,
2 Sr. Loan Officer, GMAC Mortgage Corp.”

3
4 ♦ 21 December 2005 E mail letter from Cano and GMAC Mortgage, LLC,
5 forwarding an appraisal; communicate state that Cano
6 will have to scan the title report and send n within a
7 half an hour; communicate further states that “P.S. I’ll
8 write up the Promissory Note to give you an idea...
9 Erik and Rebecca will sign asap...lets set it up first
10 thing in the AM.... I can have someone downstairs
11 sign them asap.... Stewart title.” “/s/ Richard Cano,
12 Sr. Loan Officer, GMAC Mortgage Corp.”

13
14 ♦ 21 December 2005 E mail from Cano and GMAC Mortgage, LLC
15 accentuating that “we need to get this completed as
16 early as possible in the morning so that I can wire all
17 this \$82,000 by Noon cut off tomorrow (Thursday).
18 See attached title report for Olsen....Rebecca and
19 Erik are available to sign as early in the AM as
20 possible. P.S. Rebecca only owes \$322,000 on first

mortgage.” “/s/ Richard Cano, Sr. Loan Officer,
GMAC Mortgage Corp.”

◆ 21 December 2005 E mail from Cano and GMAC Mortgage, LLC, with
forwarded copy of a promissory note for plaintiffs to
complete and execute. “/s/ Richard Cano, Sr. Loan
Officer, GMAC Mortgage Corp.”

◆ 22 December 2005 E mail letter from Cano and GMAC Mortgage, LLC,
to plaintiffs [Ramona Kauhi] confirming that Jameson
Kauhi “says he has it all under control for
tomorrow... he’s wiring the \$35,000 as we speak....
and tomorrow the \$47,000 then we’re all done.” /s/
Richard Cano, Sr. Loan Officer, GMAC Mortgage
Corp.”

◆ 22 December 2005 E mail from Cano and GMAC Mortgage, LLC, with
bank identity of Emporiki Bank, Branch 035, 34
Stadiou & 1, Korai Street,, GR 10564 Athens,
Greece, account number GR
7102003500006043000013, beneficiary: Darmstad

1 Clearing & Contracting Ltd. “/s/ Richard Cano, Sr.
2 Loan Officer, GMAC Mortgage Corp.”

3
4 ♦ 26 December 2005 Email from Cano and GMAC Mortgage, LLC,
5 accentuating point that funds have to be wired
6 immediately prior to wire cutoff at plaintiffs’ bank. “I
7 don’t want to wait another day to get this handled....
8 I want to make sure that by tomorrow afternoon you
9 and I are relieved that the funds are on their way.”
10 “/s/ Richard Cano, Sr. Loan Officer, GMAC
11 Mortgage Corp.”

12
13
14
15 ♦ 28 December 2005 E mail letter from Cano and GMAC Mortgage, LLC,
16 to plaintiffs [Ramona Kauhi] confirming and verifying
17 receipt of \$82,000 from plaintiffs at bank: “The bank
18 in England has to verify the two wires are in the
19 Brokerage account first.... it could take between 3 to
20 5 business days to verify it.... Until that happens...
21 the Bank will not give me any confirmation as to
22 when the funds will be wired to me. No need to do
23 anything with the paperwork you havethose are

1 merely disclosures we send out withy purchase
2 transactions. I am still submitting the loan and see if
3 I get an approval... just to be on the safe side... in
4 case my funds are delayed a week or so. If we get
5 the loan approved... then we'll close it the way it is if
6 my funds are not here yet..... Your first payment
7 would not be due for at least 60 days..... so hopefully
8 we'll have it paid off before then. If my funds are
9 here.... I am simply going to write a check to you and
10 Jameson ad you guys can purchase the property case.
11 . . . If Jameson had managed to get the 2nd wire sent
12 out by Friday the 23rd ... I would have been able to
13 give you a guarantee... based on the Banks
14 guarantee... but because I was delayed until
15 yesterday.....they obviously wont give me a guarantee
16 as to the turn around time. The appraisal just came in
17 this morning ... came in at \$575,000... My processor
18 is packaging the loan as I said in a previous email.....
19 she'll have it to the underwriter by tomorrow
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

afternoon.” /s/ Richard Cano, Sr. Loan Officer,
GMAC Mortgage Corp.”

◆ 28 December 2005 E mail letter from Cano and GMAC Mortgage, LLC,
to plaintiffs [Ramona Kauhi] regarding the personal
residential real property plaintiffs to acquire: “I never
take what a seller tells me that there property comes
in at.... You never know which appraiser or how
much experience they have as to whether there
appraisal is legitimate or not. I trust my two
appraisers... even though they are extremely
conservative.... they are always more realistic. I
think your property is probably worth moire like
\$600K realistically. Thanks.” “/s/ Richard Cano, Sr.
Loan Officer, GMAC Mortgage Corp.”

◆ 29 December 2005 E mail letter from Cano and GMAC Mortgage, LLC,
to plaintiffs [Ramona Kauhi] regarding the personal
residential real property plaintiffs to acquire:
“Nope.....wouldn’t get any word at this time.... Just
received the appraisal yesterday morning....the

processor is working on packaging it and getting it to the underwrite today.....When they get it today.....it will still be at least 72 hours before we get any word on it. As far as the funds coming from overseas... No... they are bit going to tell me anything until they are able to verify the funds in the Brokerage Account [undisclosed].... which takes at least 3 to 5 business days. The soonest I'll know that its in the Brokerage account [undisclosed] for the \$35K is sometime on Friday... The \$47k... may take until Tuesday.... Banks are closed on Monday the 2nd. Thanks ... I'll get back to you... but I can't give then a real timeline..... P.S. Stephanie at escrow called and all I could tell her is that I just got the appraisal.” “/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

♦ 29 December 2005 E mail letter from Cano and GMAC Mortgage, LLC, to plaintiffs [Ramona Kauhi] regarding wire transfer of monies overseas: “Hey... just called your husband to be I need to see if his credit union has the

1 ability to run a trace and find out if the funds have
 2 arrived into the brokerage account [undisclosed] that
 3 we wired the funds to. My Bank, ... Bank of America
 4 has the ability to trace all my wire's..... so I don't
 5 know if the Credit unions have that ability??? Ask
 6 him to let me know.... if they can and they can verify
 7 both wire's have arrived to their destination.... then I
 8 an start putting pressure on the bank of England
 9 [undisclosed]. No what I mean???..." "/s/ Richard
 10 Cano, Sr. Loan Officer, GMAC Mortgage Corp."

11
 12
 13
 14
 15 ♦ 29 December 2005

E mail letter from Cano and GMAC Mortgage, LLC,
 16 to plaintiffs [Ramona Kauhi] regarding time line of
 17 performance on the personal residential real property
 18 plaintiffs were to acquire: "Good deal.... I think that
 19 is the pro-active thing to do..... have him [Jameson
 20 Kauhi] camp out there [bank] and see if they can
 21 AS far as the letter.... I can do that but it sounds like
 22 they want an assurance on the timeline... and I can't
 23 really give that to them. You don't think they'll pull
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1 the deal [personal residential real property] from
2 you?? Do you?? “/s/ Richard Cano, Sr. Loan Officer,
3 GMAC Mortgage Corp.”
4

5 ♦ 2 January 2006

6 E mail letter from Cano and GMAC Mortgage, LLC,
7 stating “I had a communication from my bank in
8 England [undisclosed] on Friday.....They have
9 already verified the \$35k but the 47k had not been
10 verified in the account.....as I suspected.... They tell
11 me all is well and they should be able to verify it on
12 Tuesday morning. However...keep in mind that it will
13 still take them 4 complete days to finish all the
14 paperwork on their end.... then they will wire my
15 funds to me...which will take at least 48 hours to
16 arrive... so we’re looking, best case scenario, at 6
17 business days when I will physically have my funds
18 in my account.... If for some reason they cannot
19 verify the 2nd wire until Wednesday... then we’re
20 looking until next Wednesday before I have my
21 funds. As I said...the delay in getting that 2nd wire is
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
47 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 really pushing everything back at least another
2 week....keep that in mind.” “/s/ Richard Cano, Sr.
3 Loan Officer, GMAC Mortgage Corp.”
4

5 ♦ 3 January 2006

E mail from Cano and GMAC Mortgage, LLC,
6 confirming meeting at “my office space here at
7 GMAC...”“/s/ Richard Cano, Sr. Loan Officer,
8 GMAC Mortgage.”
9

10
11 ♦ 3 January 2006

E mail from Cano and GMAC Mortgage, LLC,
12 stating that “other great news..... got a call a couple
13 of hours ago....they [undisclosed] just finished
14 verifying all the funds in the Broker
15 account.....Paperwork is being done as we speak to
16 complete all of this. They [undisclosed] should be
17 calling or emailing me by Friday or Monday to let me
18 know that they have wired the funds top me.... then
19 all we have to wait is a couple of days and it will be
20 in my account. I’ll review the list tonite..... Let me
21 know what time you want to get together tomorrow.”
22
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1 “/s/ Richard Cano, Sr. Loan Officer, GMAC
2 Mortgage Corp.”

3
4 ◆ 4 January 2006 E mail from Cano and GMAC Mortgage, LLC:
5 ”FYI... here you go....all should be wired by next
6 Wednesday...which means funds will be here by that
7 Friday.” “/s/ Richard Cano, Sr. Loan Officer, GMAC
8 Mortgage Corp.”

9
10
11 ◆ 5 January 2006 E mail from Cano and GMAC Mortgage, LLC:
12 “Everything looks good and in order.... and of course
13 I’ll review the budgets a little alter today or tonite.
14 However, a couple of thoughts:

- 15
16 1. Until my funds arrive I am not going to sign
17 anything that commits me yet. I’m sure you’ll
18 understand why.
19
20 2. Until I see all the required reports, contracts on
21 each project and the regular developer
22 packages, city approval etc..... I’m not really
23 inclined to sign anything on each project until
24 I have all the documentation needed for each
25
26
27

project. I know you've done all; the leg work
but before I commit to 8Million I want to
know what sort of protection I have.

3. Keep in mind that I like to move slow... as
slow as a snail...when it comes to committing
[sic] this kind of money.... so I hope you
understand that I am not to that point yet
where I'm going to pull the trigger that
quickly.

In addition...its to soon for me to say yes or no on any
project....but as I said in our meeting yesterday...I like the
income potential you presented and it remains to be when
I see the documentation.” “/s/ Richard Cano, Sr. Loan
Officer, GMAC Mortgage Corp.”

- ◆ 9 January 2006 E mail from Cano and GMAC Mortgage, LLC: communicate
inquired of plaintiffs' proposed budget, reasons why
Presidio Group would earn 35% profit and combined
commission and payroll to be 25% of profit; raises issue

1 with plaintiffs' reference to \$132,000, instead of plaintiffs'
 2 \$82,000 placed as requested; reaffirms reasons for requested
 3 \$180,000 to pay approximately \$387,000 in taxes, charges,
 4 fees, costs, and expenses:"The deal was... if you came up
 5 with \$180,000 as an enticement I would pay for your home
 6 purchase. Technically, when you could not put together
 7 \$180,000... that deal was dead... However, I told you that I
 8 would make an exceptionseeing that the Board of
 9 Directors... were going to allow me to receive my funds and
 10 they would waive the remaining penalty... .” “/s/ Richard
 11 Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

16 ♦ 9 January 2006 E mail letter from Cano and GMAC Mortgage, LLC, to
 17 plaintiffs [Ramona Kauhi] regarding wire transfer of monies
 18 by plaintiffs and on personal residential real property for
 19 plaintiffs to acquire: “I assumed Jameson has been keeping
 20 you updated??? He and I had a meeting last Wednesday and
 21 I told him that everything is going to be delayed because
 22 they are not going to wire my funds until This week
 23 Wednesday....should arrive here by late Friday this week.

I received an approval as I had explained to Jameson... but I knew they were going to request 20% downpayment. I'm confused now." "/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp."

◆ 9 January 2006 E mail letter from Cano and GMAC Mortgage, LLC, to plaintiffs [Ramona Kauhi] regarding wire transfer of monies by plaintiffs and on personal residential real property for plaintiffs to acquire: "Lets back up..... Its approved subject to 20% downpayment so in other words we have to verify 20% down payment.... because I can't verify you have 20% down payment..... we have no need for that loan. The back up plan is to do that cash deal... but as I said....the funds will be wired Wednesday...and will not arrive until late Friday... I probably won't have access to my funds until the following Monday." "/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp."

◆ 9 January 2006 E mail letter from Cano and GMAC Mortgage, LLC, to plaintiffs [Ramona Kauhi] regarding wire transfer of monies by plaintiffs and on personal residential real property for

1 plaintiffs to acquire: “As I had told Jameson..... I can’t make
 2 any sort of guarantee until my funds arrive. I am not going
 3 to make a commitment to anyone yet... until my funds are
 4 here. Until I have access to y funds I cannot make any
 5 commitment. If you want to draw up an addendum to that
 6 affect.... then I would go ahead. If for some reason my
 7 funds are delayed a couple of more days... I don’t want to
 8 be on the spot... that I made a commitment to you or the
 9 seller or agent. As I had told Jameson last week... Don’t
 10 ask me for any commitment until my cash is here and its
 11 accessible. That’s all I can give you right now.” “/s/
 12 Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp.”
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19 ♦ 9 January 2006 E mail letter from Cano and GMAC Mortgage, LLC, to
 20 plaintiffs [Ramona Kauhi] regarding wire transfer of monies
 21 by plaintiffs and on personal residential real property for
 22 plaintiffs to acquire: “Good deal..... One thing on the
 23 closing cost..... I’m paying for the purchase price... but I
 24 don’t recall agreeing to pay for closing cost?? You’ll still
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1 have closing cost..... title fee, escrow, appraisal, taxes for ½
 2 a year, insurance premium etc..... so there be closing cost
 3 etc. You might want to keep that in mind.” “/s/ Richard
 4
 5 Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

6
 7 ♦ 11 January 2006 E mail letter from Cano and GMAC Mortgage, LLC, to
 8 plaintiffs [Ramona Kauhi] regarding wire transfer of monies
 9 by plaintiffs and on personal residential real property for
 10 plaintiffs to acquire: “Monday is a holiday.... so the banks
 11 are closed..... As I had mentioned earlier.... I cannot commit
 12 to a specific date until I know for sure when I will have
 13 access to my cash. I know your looking for a different
 14 answer but that is all I can give you right now... until I know
 15 when I will have access to my funds. It’s a tax write to me
 16 as a business loss.... so therefore I offseat paying any taxes
 17 due.. If I was to buy the property and turn around and sell
 18 it... I would incur profit and profit means taxes due. I’m not
 19 sure how that will affect you.” “/s/ Richard Cano, Sr. Loan
 20
 21 Officer, GMAC Mortgage Corp.”

1 ♦ 11 January 2006 E mail letter from Cano and GMAC Mortgage, LLC
 2
 3 inquiring of plaintiffs of potential real estate development
 4 projects and alleging circumventing Cano by pursuing
 5 projects through Presidio Group, or other investors, without
 6 Cano's final approval. "/s/ Richard Cano, Sr. Loan Officer,
 7 GMAC Mortgage Corp."

9 ♦ 17 January 2006 E mail letter from Cano and GMAC Mortgage, LLC, to
 10 plaintiffs [Ramona Kauhi] regarding wire transfer of monies
 11 by plaintiffs and on personal residential real property for
 12 plaintiffs to acquire: "I'll go ahead and get everything set up
 13 for 80% Loan..... get me documentation on the 29%.... like
 14 a bank statement etc?? If it was recently deposited... give me
 15 documentation for the origination of it. I'll get back to you
 16 by Wednesday.... Thanks again." "/s/ Richard Cano, Sr.
 17 Loan Officer, GMAC Mortgage Corp."

22 ♦ 17 January 2006 E mail letter from Cano and GMAC Mortgage, LLC, to
 23 plaintiffs [Ramona Kauhi] regarding wire transfer of monies
 24 by plaintiffs and on personal residential real property for
 25 plaintiffs to acquire: "... I'll keep plugging away.... but get
 26
 27

the 20% documentation to me and I'll submit it with these two investors [undisclosed]. Thanks.” “/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

◆ 23 January 2006 E mail letter from Cano and GMAC Mortgage, LLC confirming earlier telephone conversation relative to securing \$177K for plaintiffs, confirming deadline of 19 February 2006. “/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

◆ 2 February 2006 E mail letter Cano and GMAC Mortgage, LLC with forwarded e mail letter allegedly from Percival Smith, “Head of the International Banking Unit” and why bank would not perform re: “imminent expiration of your International Clearance Certificate at the appropriate time;” communicate forwarded to plaintiffs to demonstrate reason for lack of performance, compliance. “/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

◆ 2 February 2006 E mail letter Cano and GMAC Mortgage, LLC with forwarded e mail letter allegedly from Gariosch Hamilton, Group Head Legal Affairs regarding alleged ISN account

number requested by Bank of England, 19 February 2006
 deadline, extended to 21 February 2006 re: imminent
 expiration of International Clearance Certificate at the
 appropriate time; communicate forwarded to plaintiffs to
 demonstrate reason for lack of performance, compliance.
 “/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage
 Corp.”

◆ 2 February 2006 E mail letter Cano and GMAC Mortgage, LLC with
 forwarded e mail letter allegedly from George o’Connor,
 Vice President, regarding imminent expiration of
 International Clearance Certificate; communicate forwarded
 to plaintiffs to demonstrate reason for lack of performance,
 compliance. “/s/ Richard Cano, Sr. Loan Officer, GMAC
 Mortgage Corp.”

◆ 2 February 2006 E mail letter Cano and GMAC Mortgage, LLC with
 forwarded e mail letter allegedly from George o’Connor,
 Vice President, regarding imminent expiration of
 International Clearance Certificate; requiring additional
 \$124,000 to be wired; communicate forwarded to plaintiffs

1 to demonstrate reason for lack of performance, compliance.

2 “/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage
3 Corp.”
4

5 ♦ 2 February 2006 E mail letter from Cano and GMAC Mortgage, LLC, to
6
7 plaintiffs [Ramona Kauhi] regarding wire transfer of monies
8 by plaintiffs and on personal residential real property for
9 plaintiffs to acquire: “I want to make sure that the both of
10 you see my account with your own eyes..... so you’ll see
11 that I’m not pulling anyone’s leg on this. Click on e-
12 Banking.... it will then take you to the Log In screen....
13 where it will ask yo for the account # and the Pin #. You’ll
14 see my account and how much I have in that account... As
15 I said per our conversation earlier.... I cannot wire any
16 funds out of my account until I “Renew” my ISN#. I will
17 send you other emails that the bank sent to me so that
18 you’ll see that I’m not pulling anyways leg and this is
19 extremely serious. I don’t want to think about what will
20 happen if I don’t meet that deadline.” “/s/ Richard Cano,
21 Sr. Loan Officer, GMAC Mortgage Corp.”
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
 58 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

- 1 ♦ 9 February 2006 E mail from Cano and GMAC Mortgage, LLC relative to
2 Rebecca Olsen and incurring a mortgage obligation in
3 exchange for Olsen contributing monetary funds to Cano;
4 advises that “we are moving forward...yes... we’ve got all
5 the funds almost put together..... We will not be in a position
6 to wire the funds until next week.” “/s/ Richard Cano.”
7
8
9 ♦ 6 March 2006 E mail from Cano and GMAC Mortgage, LLC relative to
10 status of funds with Bank of England, confirming that all
11 requirements have ben satisfied. “/s/ Richard Cano.”
12
13 ♦ 15 March 2006 E mail from Cano and GMAC Mortgage, LLC with
14 forwarded alleged formal letter allegedly received from
15 Bank of England on 14 March 2006, reference to conference
16 with bank representatives the morning of 15 March 2006;
17 advises of waiting on bank for further information about
18 wire transfer. “/s/ Richard Cano.”
19
20
21 ♦ 15 March 2006 E mail letter from Cano and GMAC Mortgage, LLC, to
22 plaintiffs [Ramona Kauhi] regarding wire transfer of monies
23 by plaintiffs: “All I can tell you at this point is that the Bank
24 of England has approved the Wire transfer as of this
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1 morning... but I've not gotten any certification as to when it
 2 is actually going to be wired. So I can't really tell you any
 3 more than... that's all I know at this point. Rebecca and I
 4 are still waiting as well and I understand your situation as
 5 well ... but I can't really tell you any more than what I just
 6 told you. That's all I know as of today." " /s/ Richard
 7
 8
 9
 10 Cano, Sr. Loan Officer, GMAC Mortgage Corp."

11 ♦ 3 April 2006 E mail from Cano and GMAC Mortgage, LLC, regarding
 12 Cano in London to confer with attorney and generate
 13 additional documents for execution and notarization;
 14 reassures plaintiffs that Bank of England, the "central bank"
 15 in England, will promptly process wire transfer, and that the
 16 "Co-Operative Bank" [undisclosed] is working with Bank
 17 of England to expedite the matter, and that the bank advises
 18 Cano that "we are done and no more hitches, delays or any
 19 more issues stand in our way." " /s/ Richard Cano."

23 ♦ 3 April 2006 E mail from Cano and GMAC Mortgage, LLC, requesting
 24 plaintiffs wire information for purposes of advising Cano's
 25
 26
 27

1 American Express advisor so he can handle wires if Cano
2 remains in London. “/s/ Richard Cano.”

3
4 ♦ 3 April 2006 E mail from Cano and GMAC Mortgage, LLC, confirming
5 receipt of form from plaintiffs; however, raises issue about
6 amount of money, contending that Cano owed additional
7 \$103,000, when plaintiffs only wired \$82,000, allegedly
8 another \$132,000 needed to payout “your people?” “/s/
9 Richard Cano.”
10
11

12 ♦ 3 April 2006 E mail from Cano and GMAC Mortgage, LLC, confirming
13 amount in total only \$132,000, not \$185,500; advised
14 plaintiffs they would discuss and resolve the matter later.
15 “/s/ Richard Cano.”
16

17
18 ♦ 7 April 2006 E mail from Cano and GMAC Mortgage, LLC, updating
19 plaintiffs on United Kingdom trip, meeting with
20 representative at bank; reassures plaintiffs that matter
21 moving along expeditiously and wire en route. “/s/ Richard
22 Cano.”
23

24
25 ♦ 7 April 2006 E mail from Cano and GMAC Mortgage, LLC, updating
26 plaintiffs time performance of wire transfer; reassures
27

plaintiffs that matter moving along expeditiously and wire en route. “/s/ Richard Cano.”

◆ 17 April 2006 E mail from Cano and GMAC Mortgage, LLC, updating plaintiffs time performance of wire transfer; reassures plaintiffs that matter moving along expeditiously and wire en route. “/s/ Richard Cano.”

◆ 17 April 2006 E mail from Cano and GMAC Mortgage, LLC, updating plaintiffs time performance of wire transfer; reassures plaintiffs that matter moving along expeditiously and wire en route; advises of conference call with Cano attorney to ascertain current status; advises plaintiffs that Cano may not be able to pay plaintiffs by Friday, 21 April 2006 . “/s/ Richard Cano.”

◆ 18 April 2006 E mail from Cano and GMAC Mortgage, LLC, updating plaintiffs time performance of wire transfer; reassures plaintiffs that matter moving along expeditiously and wire en route; advises he has consulted with his attorneys regarding potential litigation regarding matter; admits to plaintiffs he has no funds, disavows potential liability exposure inasmuch

1 as plaintiffs wired funds directly to source in England, and
2 not to Cano. “/s/ Richard Cano.”

3
4 ♦ 24 April 2006 E mail from Cano and GMAC Mortgage, LLC, updating
5 plaintiffs that he has consulted with an attorney and attorney
6 will contact plaintiffs; advises that attorney will update
7 plaintiffs that week. “/s/ Richard Cano.”

8
9 ♦ 24 April 2006 E mail from Cano and GMAC Mortgage, LLC, updating
10 plaintiffs that he has consulted with an attorney who is an
11 expert in this area of international litigation, and that Cano
12 will be in London to confer with an attorney as well as meet
13 with Bank of England and Co-Operative Bank unnamed
14 representatives; reassures plaintiffs that attorney will contact
15 plaintiffs and update them that week. “/s/ Richard Cano.”

16
17 ♦ 8 May 2006 E mail from Cano and GMAC Mortgage, LLC, updating
18 plaintiffs that the bank is ready to perform and release funds,
19 no more delays, no more excuses; advises plaintiffs that
20 bank will not require any more monies; however, bank
21 allegedly established more conditions for Cano to comply
22 with; advises clients that Cano expects receipt of an official

letter from the undisclosed “Investment Company” responsible for wiring Cano’s funds, with assurances, and that a copy of said letter will be forwarded to plaintiffs; requested plaintiffs’ continued patience. “/s/ Richard Cano.”

◆ 9 May 2006 E mail from Cano and GMAC Mortgage, LLC, updating plaintiffs that Cano’s computer and Internet has been accessed and private and financial information pirated by hackers, and not to respond to rcano36258@aol.com. “/s/ Richard Cano, Sr. Loan Officer, GMAC Mortgage Corp.”

◆ 9 May 2006 E mail from Cano and GMAC Mortgage, LLC, updating plaintiffs that computer hacker stole his monies, depleted his financial accounts, and destroyed his credit; still reassures plaintiffs that three [3] more weeks of waiting required; advised plaintiffs that Cano has attorneys in England and an attorney in Portland, Oregon, working on the matter, mentioning to plaintiffs for first time that a purported scam may have been perpetrated upon all of them. “/s/ Richard Cano.”

- 1 ♦ 9 May 2006 E mail from Cano and GMAC Mortgage, LLC, updating
2 plaintiffs that Cano reported computer hacker to MSN
3 Hotmail Support Team, forwarding e mail letter to plaintiffs
4 from MSN Hotmail. “/s/ Richard Cano, Sr. Loan Officer,
5 GMAC Mortgage Corp.”
6
7
- 8 ♦ 9 May 2006 E mail from Cano and GMAC Mortgage, LLC, updating
9 plaintiffs that Cano reported computer hacker to MSN
10 Hotmail Support Team, - Abuse hotline forwarding e mail
11 letter to plaintiffs from MSN Hotmail. “/s/ Richard Cano,
12 Sr. Loan Officer, GMAC Mortgage Corp.”
13
14
- 15 ♦ 9 May 2006 E mail from Cano and GMAC Mortgage, LLC, updating
16 plaintiffs that Cano trying to reach plaintiffs by telephone,
17 10 May 2006. “/s/ Richard Cano, Sr. Loan Officer, GMAC
18 Mortgage Corp.”
19
- 20 ♦ 24 May 2006 E mail letter from Cano and GMAC Mortgage, LLC, to
21 plaintiffs [Ramona Kauhi] regarding wire transfer of monies
22 by plaintiffs and questions raised about legitimacy of
23 monetary funding performance, failure and refusal to
24 perform re: criminality and complicity: “I really don’t
25
26
27

1 understand you and Jameson You and I have a talk on
2 Friday and I go away from that meeting that we have an
3 understanding and then Jameson calls my District
4 Manger on Monday. .. ragging, and complaining and bad
5 mouthing me ..telling my boss I'm a crook and a scam artist.
6
7 What did you guys think it wasn't going to get back to
8 me????.....and then you want me to set up a meeting with
9 you??? I just don't get it??? I think its absolutely
10 disrespectful that you combine me with these possible
11 crooks and scam artists and try to make people believe that
12 I am part of there scam??? Yes, my attorney and I have a
13 plan of attack.... that we have already in place and working
14 that part ...as we speak! Please do not send me any emails
15 to this email address.... this email address is strictly for
16 mortgage business..... Since this is a private matter and I am
17 not allowed to have private emails... PLEASE DO NOT
18 SEND ME ANY EMAILS TO THIS ADDRESS. Due to
19 Jameson's actions on Monday... My attorney has advised
20 me to no longer speak to you and Jameson..... From hereon

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 in you will have to speak with my attorney.... Be patient
 2 my attorney will be sending you a formal letter... and you'll
 3 have all his contact information. P.S. Again ... DO NOT
 4 SEND ME ANY EMAILS TO EMAIL ADDRESS....
 5 THEY WILL ONLY BE DELETED AND NOT READ.
 6 THIS EMAIL ADDRESS IS ONLY FOR MORTGAGE
 7 BUSINESS.”“/s/ Richard Cano, Sr. Loan Officer, GMAC
 8 Mortgage Corp.”

12 ♦ 8 November 2006 E mail letter from Cano's new employer, Bank of America
 13 (bankofamericacrm@fnres.com, to plaintiffs [Ramona
 14 Kauhi]: “I received your voice mail.... and your supposed
 15 request for application on my website at the office..... My
 16 suggestion is to contact one of my two attorney's Jim
 17 Mayhew....699-6317 or Tim Dack at 694-4227. Please
 18 do not contact me at my place of business or by email
 19 contact my attorney's. Thank you. /s/ Richard Cano.”

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 25 43. Plaintiffs communicated with Richard Cano, during late November,
 26
 27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
 67 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 2005, and up through and including late December, 2005, by and through federal
2 interstate wires, including telephonic device, electronic messaging, electronic mail, e
3 mail, and/or instant messaging, regarding Cano's persistent and repeated requests to
4 plaintiffs to wire monetary funds for Cano's benefit in order for Cano to satisfy the
5 \$387,000 monetary funds transfer tax and associated charges, fees, commissions,
6 costs, and/or expenses in order for Cano to obtain immediate release of and access to
7 Cano's monetary funds held in an escrow account at Lloyds TSB Bank Limited,
8 pursuant to the Cooperative Bank "Bank Guarantee," dated 29 November 2005.
9
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14 44. Plaintiffs specifically, persistently, and repeatedly, inquired of Cano
15 why plaintiffs should not directly wire plaintiffs' monetary funds directly to Lloyds
16 TSB Bank and/or to the Cooperative Bank for the benefit of Cano. Plaintiffs allege
17 that Cano specifically and expressly instructed plaintiffs not to wire plaintiffs'
18 monetary funds to Lloyds TSB Bank, the Cooperative Bank, or to any other entity.
19 Plaintiffs further allege that Cano specifically instructed, and reiterated to plaintiffs,
20 to wire plaintiffs' monetary funds to Darmstad Clearing & Contracting Ltd.
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25 45. Plaintiffs further allege that when plaintiffs requested Cano to explain to
26 plaintiffs Cano's underlying business justification and/or reasoning for Cano's
27

1 decision and instructions regarding the wiring of plaintiffs' monetary funds, Cano
2 persisted that the plaintiffs transact with Cano in absolute confidentiality and privacy,
3 and that Cano would not disclose to plaintiffs or anyone else the alleged true identities
4 of any business entities that Cano operated, managed, owned, controlled, directed,
5 administered, and/or operated, and that plaintiffs had to repose absolute unfettered trust
6 and confidence in Cano's abilities, instructions, requests, and demands.
7
8

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11 46. Plaintiffs alleged that based upon Richard Cano's explication to
12 plaintiffs relative to why plaintiffs were instructed and directed to wire plaintiffs'
13 monetary funds Emporiki Bank, Branch 035, 34 Stadiou & 1, Korai Street,, GR 10564
14 Athens, Greece, account number GR 7102003500006043000013, beneficiary:
15 Darmstad Clearing & Contracting Ltd, plaintiffs reasonably relied upon such
16 representations of Cano as being true. Plaintiffs further allege that Cano, by and
17 through federal interstate wires, including e mail, electronic messaging, and/or
18 telephone, confirmed to plaintiffs that plaintiffs' monetary funds' wire was in fact
19 received by Darmstad Clearing & Contracting, Ltd.
20
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25 47. Plaintiffs allege that based upon Cano's representations to plaintiffs
26 relative to this particular matter, plaintiffs reasonably believed, interpreted, and/or
27

1 construed Cano's express verbal and written instructions and demands that plaintiffs
2 wire plaintiffs' monetary funds to Darmstad Clearing & Contracting Ltd, to mean that
3 Cano owned, managed, controlled, operated, directed, managed, and/or governed the
4 business affairs and/or activities of Darmstad Clearing & Contracting Ltd.
5

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8 48. Plaintiffs further allege that plaintiffs reasonably believed that Cano
9 required plaintiffs' monetary funds to be wired to Darmstad Clearing & Contracting
10 Ltd, in order for Cano to exercise absolute and unfettered access to said funds, and to
11 control, direct, and/or instruct the subsequent disposition of plaintiffs' monetary funds
12 from Darmstad Clearing & Contracting Ltd, to Lloyds TSB Bank and/or to the
13 Cooperative Bank.
14
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19 49. Plaintiffs allege that based upon Richard Cano's verbal and written
20 instructions, directions, and/or commands and justifications, plaintiffs wired \$35,000
21 on 23 December 2005, and plaintiffs wired \$47,000 on 28 December 2005, a total of
22 \$82,000 from plaintiffs' account at Lacamas Community Credit Union, Camas,
23 Washington, a financial institution regulated by the laws of the United States of
24 America, to the Emporiki Bank, Branch 035, 34 Stadiou & 1, Korai Street,, GR 10564
25
26
27

1 Athens, Greece, account number GR 7102003500006043000013, beneficiary:
2 Darmstad Clearing & Contracting Ltd, as specifically instructed by Cano and GMAC
3 Mortgage, LLC, as specifically instructed and directed by Cano for the express
4 purpose of facilitating and furthering the ability of Cano to satisfy the \$387,000
5 obligation Cano owed to Lloyds TSB Bank.
6
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9 50. Plaintiffs further allege that Cano and GMAC Mortgage, LLC ,
10 previously provided plaintiffs on 29 November 2005, via e mail, with copies of The
11 Cooperative Bank instrument entitled "BANK GUARANTEE, dated 28 November
12 2005, bearing alleged sworn signatures of Mr. A.R. Lopez (Managing Director), and
13 Mr. Percival Smith (Legal Dept), both agents, employees, deputies, officers, directors,
14 servants, and/or duly authorized representatives of The Cooperative Bank, and The
15 Cooperative Bank instrument confirming the existence of an escrow account holding
16 £ 10,000,000 British Pounds Sterling, to remain in escrow for the benefit of Cano. Said
17 instrument is dated 29 November 2005, bearing unsworn signatures of Jason Edward
18 , Consumer Banking, and Handerson William, Manager International Banking Unit,
19 both agents, employees, deputies, officers, directors, servants, and/or duly authorized
20 representatives of The Cooperative Bank,
21
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1 51. Plaintiffs allege that the copy of The Cooperative Bank instrument
2
3 evidencing the escrow account opened and maintained for the benefit of Cano states:

4 Please note, the investment will remain in Escrow prior to when documents are
5
6 provided for funds verification with the Bank of England in accordance with the
7
8 rules and regulations guiding Banks in the United Kingdom and the Isle of Man.
9
10

11 52. Plaintiffs allege that upon receiving and reviewing the copies of both
12
13 the BANK GUARANTEE and Escrow documents from Cano and GMAC Mortgage,
14
15 LLC, Cano reassured and reconfirmed to plaintiffs the legitimacy and safety of nature
16
17 of the matter represented by Cano. Plaintiffs further allege that based upon said
18 representations, plaintiffs reasonably relied thereon to their detriment and ultimate
19
20 injury to their interests in business and/or property as a direct and proximate result.

21 53. Plaintiffs allege that plaintiffs wired a total of \$82,000 to Darmstad,
22
23 based upon the express direction and instruction of Cano and GMAC Mortgage LLC,
24
25 and plaintiffs having reasonably relied upon the presentation and explanation of the
26
27 contents of the afore referenced documents Cano and GMAC Mortgage, LLC,
28 provided to plaintiffs, and the affirmation by Cano and GMAC Mortgage, LLC, that

1 said defendants were capable of, and would in fact, perform as represented and
2 affirmed to plaintiffs.
3

4
5 54. Plaintiffs reasonably relied upon the representations of Cano and
6 GMAC Mortgage, LLC, regarding bona fide legitimacy of those representations,
7 assurances, confirmations, and/or guarantees and wired \$82,000, across foreign
8 boundaries. Plaintiffs allege that said monetary funds were obtained by and through
9 fraudulent means and were converted from plaintiffs by Cano and GMAC Mortgage,
10 LLC, and transported across federal interstate boundaries and foreign boundaries, for
11 the purpose of injuring plaintiffs in their interests in business and/or property.
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13
14

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16 55. Plaintiffs allege that the recipient of those monies obtained by fraud
17 and/or conversion, Darmstad Clearing & Contracting Ltd, is an alter ego entity,
18 controlled, managed, administered, and/or operated, directly and/or indirectly, by Cano
19 and/or employees, agents, nominees, deputies, officers, directors, general partners,
20 assigns, representatives, managing members, members, and/or servants controlled,
21 managed, and/or directed by Cano, and for Cano's benefit.
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26 56. Plaintiffs allege that Cano, by and through Darmstad Clearing &
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
73 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 Contracting Ltd, received plaintiffs' \$82,000 and applied and/or employed those funds,
2 obtained by fraud and/or conversion, commingled with funds received by Cano from
3 other similarly situated victims, into personal and/or commercial activities in order to
4 conceal and/or disguise the felonious and criminal origin of those monetary funds.
5

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8 57. Plaintiffs further allege that the purpose and objective of Cano
9 instructing plaintiffs, and similarly situated victims, to wire monies to Darmstad
10 Clearing & Contracting Ltd, was to convert the nature of those feloniously acquired
11 monetary funds into legitimate monetary funds, and to insulate and immunize those
12 monetary funds from being discovered and potentially subject to judicial process,
13 including but not restricted to, attachment, garnishment, restraining orders, and/or
14 injunctions.
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19 58. Plaintiffs allege at and during all times material herein, F. James
20 Mayhew, by and through the employment of federal interstate wires,
21 teleconferencing, and/or communications via telephone, electronic messaging,
22 electronic mail, instant messaging, and/or e mail, including meetings in person with
23 both Mayhew and Cano, affirmatively represented and consistently confirmed to
24 plaintiffs that Mayhew served as an attorney, legal advisor, counselor, solicitor, lawyer
25
26
27

1 and/or legal representative upon behalf of the interests of Cano in connection with
2 Cano's activities alleged herein.
3

4
5 59. Plaintiffs allege that Mayhew, by and through the employment of
6 federal interstate wires, teleconferencing, and/or communications via telephone,
7 electronic messaging, electronic mail, instant messaging, and/or e mail, provided
8 plaintiffs with the following material information:
9

- 10
11 ♦ positive third party references for Cano, vouching for Cano's
12 honesty, integrity, business acumen, and character;
- 13
14 ♦ independently corroborated and/or substantiated the legitimacy
15 of Cano's activities upon behalf of GMAC Mortgage, LLC, and
16 that such activities were within the scope and course of Cano's
17 authority;
- 18
19 ♦ independently corroborated and/or substantiated the existence of
20 Cano's bank guarantee, evidenced by a bank guarantee instrument
21 issued by The Cooperative Bank, dated 29 November 2005,
22 confirming thereby that Cano, a customer of Co-Operative Bank
23 Plc consummated an agreement with Lloyds TSB Bank to remit to
24 Cano the sum of Ten Million British Pounds Sterling, and that Co-
25
26
27

1 Operative Bank Plc agreed to provide Lloyds TSB Bank the of
2 \$387,000 USD from Cano being payment owed to Lloyds TSB N
3 Bank;
4

5 ♦ independently corroborated and/or substantiated the existence of
6 Cano's bank guarantee evidenced by a bank guarantee instrument
7 issued by The Cooperative Bank, dated 29 November 2005,
8 confirming the existence of an escrow account holding a deposit of
9 Ten Million British Pounds Sterling; and,
10

11 ♦ recommended and encouraged plaintiffs to cooperate with Cano
12 inasmuch as Cano possessed the monetary ability and capacity to
13 consummate and accomplish the objectives represented to plaintiffs
14 by Cano.
15
16
17
18

19 60. Plaintiffs allege that during all times material herein that Mayhew knew
20 and/or had reason to know that Mayhew's representations to plaintiffs were materially
21 misrepresentative and/or materially misleading inasmuch as Cano did not produce
22 independently verifiable information to corroborate and/or substantiate the existence
23 of the alleged Co-Operative Bank escrow account funded by Lloyds TSB Bank to remit
24 to Cano the sum of Ten Million British Pounds Sterling, and that Co-Operative Bank
25
26
27

1 Plc agreed to provide Lloyds TSB Bank the of \$387,000 USD from Cano being
2 payment owed to Lloyds TSB Bank.
3

4
5 61. Plaintiffs allege that plaintiffs reasonably relied upon Mayhew's
6 representations, confirmations, assurances, and/or statements regarding Cano and the
7 Co-Operative Bank escrow account funded by Lloyds TSB Bank to remit to Cano the
8 sum of Ten Million British Pounds Sterling, and that Co-Operative Bank Plc agreed
9 to provide Lloyds TSB Bank the of \$387,000 USD from Cano being payment owed to
10 Lloyds TSB Bank, and that such reasonable reliance thereon resulted with plaintiffs
11 sustaining injuries to their interests in business and/or property.
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16 62. Plaintiffs allege that Mayhew omitted to disclose to plaintiffs that
17 Cano at no time had any interest, legal, equitable, or beneficial, in the Co-Operative
18 Bank escrow account funded by Lloyds TSB Bank to remit to Cano the sum of Ten
19 Million British Pounds Sterling, and that Co-Operative Bank Plc agreed to provide
20 Lloyds TSB Bank the of \$387,000 USD from Cano being payment owed to Lloyds
21 TSB Bank, and that such an omission constitutes a material omission of material fact.
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26 63. Plaintiffs allege that on or about about 8 May 2006, Mayhew, by and
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
77 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 through the employment of federal interstate wires, teleconferencing, and/or
2 communications via telephone, electronic messaging, electronic mail, instant
3 messaging, and/or e mail, contacted plaintiffs and advised plaintiffs that Cano 's funds
4 were held at Universal Trust Network Inc ["UTNI"], in Japan, and that a fee had to be
5 paid to UTNI to facilitate release of those monies. Mayhew requested plaintiffs to "use
6 your contacts to confirm whether this a legitimate co. I will forward any contact
7 information I can gather." "/s/ Jim. According to the 8 May 2006 e mail, the
8 information about UTNI was received by Cano via e mail on 8 May 2006 and
9 forwarded to Mayhew.
10
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15 64. Plaintiffs allege that or about 8 May 2006, Mayhew, by and through
16 the employment of federal interstate wires, teleconferencing, and/or communications
17 via telephone, electronic messaging, electronic mail, instant messaging, and/or e mail,
18 transmitted and relayed to plaintiffs a copy of the UTNI 8 May 2006 letter for the
19 purpose of confirming Cano's ability to perform by virtue of the accessibility of
20 monetary funds held at UTNI"]. The letter evidences confirmation of a telephonic
21 discussion between Cano and Bob Richards, finance director, verifying the accessibility
22 of monetary funds, confirming installment disbursements to Cano conditioned upon
23 Cano submitting required approval documents to UTNI:
24
25
26
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1 “As discussed with you, because of all the approval documents we have to apply
2 for and the policies in place in transferring large sums of money into the United
3 States, we are going to pay you on installment basis. Because we are satisfied
4 as to your identity, the first installment of 5 million USD is being processed and
5 you can access our computerized system with your account/pin numbers from
6 your touch tone phone to check how much is being processed to you.”
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11 65. Plaintiffs allege that upon reading and reviewing the contents of the
12 UTNI letter received from Mayhew, plaintiffs reasonably relied upon both the contents
13 of said letter and Mayhew’s verbal representations assuring the plaintiffs that Cano
14 would be able to proceed and perform as Cano previously represented and confirmed
15 to plaintiffs.
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18

19 66. Plaintiffs allege that on or about 19 May 2006, Ramona Kauhi traveled
20 to and met with Richard Cano at Cano’s offices at GMAC Mortgage, LLC, for the
21 purpose of confronting Cano relative to the UNTI letter Cano previously provided to
22 her and to Jameson Kauhi. Ramona Kauhi met with Cano at approximately 3:30 p.m.,
23 that afternoon and asked Cano about the status of his funds in the escrow account in
24 London, United Kingdom. Cano told plaintiff that he was waiting for monies to be
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1 deposited into an account located within the United States.
2
3

4 67. During this 19 May 2006 meeting Ramona Kauhi told Richard Cano
5 that Cano's recent explanation about the status of Cano's funds was diametrically the
6 opposite of what Cano previously told Kauhi months before, that is, that Cano had
7 represented and confirmed to Ramona Kauhi at an earlier time that Cano had received
8 funds at an account within the United States, and that the monies had to be verified by
9 the federal government.
10
11

12
13 68. During this 19 May 2006 meeting Ramona Kauhi told Richard Cano that
14 she and Jameson Kauhi were experiencing tremendous pressure and stress from
15 individuals that they and Presidio Group LLC, had borrowed monies from to provide
16 Cano with the monetary funds he requested to obtain the release of the monies in
17 escrow in London, United Kingdom. Kauhi told Cano that he had to perform as he
18 consistently represented and confirmed to plaintiffs, and to cover the interest expense
19 and costs incurred by plaintiffs in this regard. Cano adamantly denied that he had made
20 such a prior representation to Ramona Kauhi.
21
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26 69. During this 19 May 2006 meeting Ramona Kauhi inquired of Richard
27

1 Cano about Cano's efforts to secure the financing through GMAC Mortgage, LLC, so
2 the Kauhis could acquire a personal residence and informed Cano that the Kauhis had
3 lost in excess of \$5,000 in earnest money deposits. Cano told Ramona Kauhi that she
4 was at fault for allegedly not qualifying for a loan, and expressed to her that it was not
5 his fault. Cano specifically told Ramona Kauhi during this meeting:
6

7
8 "Look at me. I am in a position here at GMAC. They believe in me and trust me
9 with their clients. If I was doing anything wrong, GMAC would have let me go
10 along time ago! But, here I am, still working in this office. I have nothing to
11 hide! I still have the same phone number, come to work everyday, still doing
12 business. I have nothing to hide!"
13
14

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16 70. During this 19 May 2006 meeting Richard Cano repeated and reiterated
17 to Ramona Kauhi that he did not engage in wrongful conduct, and if he had, that
18 GMAC Mortgage, LLC, would have terminated Cano immediately. Cano also raised
19 his voice and screamed and yelled at Ramona Kauhi as he continuously expressed his
20 allegedly innocence, and Cano and Ramona Kauhi engaged in a loud vociferous
21 screaming match in Cano's office, loud enough that other GMAC Mortgage, LLC
22 employees, clients, potential clients, and the office supervisor and/or manager could
23 hear the intensely heated verbal exchanges.
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1 71. During this 19 May 2006 meeting Richard Cano repeatedly
2 characterized Ramona Kauhi's conduct as "stupid." Cano told Ramona Kauhi that
3 other individuals invested with Cano and some of them lost monies but understood the
4 risks of losing their investments, and that Ramona Kauhi was silly and naive for not
5 comprehending the nature of Cano's money making activities.
6
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9 72. During this 19 May 2006 meeting Ramona Kauhi demanded that
10 Richard Cano produce documentary evidence to substantiate his prior verbal
11 representations and assurance, and that Ramona Kauhi would not leave his offices until
12 Cano produce such documentation. Ramona Kauhi also told Cano that she would go
13 to the local police department and report Cano's activities at GMAC Mortgage, LLC,
14 then proceed to the local press, including the newspapers and television, and disclose
15 the activities of Cano and GMAC Mortgage, LLC. Ramona Kauhi called Cano a
16 pathological liar, and that she would make sure that the community and the nation knew
17 about activities of Cano and GMAC Mortgage, LLC. Cano's office door was open
18 during this time.
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25 73. During this 19 May 2006 meeting, after Ramona Kauhi registered her
26 verbal anger and discontent with Richard Cano, Cano appeared to calm down. Cano
27

1 represented to Ramona Kauhi that he had proof that the monies were transferred into
2 an account, and handed Ramona Kauhi a document containing certain information
3 therein, which Cano provided her with a copy thereof. This document contained names
4 of persons and telephone numbers Cano provided to Ramona Kauhi so plaintiffs could
5 allegedly verify Cano's representations and assurances. Upon calling those telephone
6 numbers, plaintiffs learned that those "contact numbers" provided by Cano were false
7 and no one at those numbers had any knowledge of Cano, GMAC, LLC, or any one
8 else involved with Cano and GMAC Mortgage, LLC.
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14 74. Plaintiffs allege that on or about 21 June 2006, by and through the
15 employment of federal interstate wires, teleconferencing, and/or communications via
16 telephone, electronic messaging, electronic mail, instant messaging, and/or e mail,
17 plaintiffs contacted Mayhew and informed Mayhew that the UTNI information
18 Mayhew previously forwarded to plaintiffs was in fact an Internet program scam
19 inasmuch as the web site and wire transfer numbers match the web site link referenced
20 on the UTNI communique. Plaintiffs questioned and inquired of Mayhew to confirm
21 whether Cano's activities were legitimate and whether the UTNI account was in fact
22 Cano's account and whether UTNI was Cano's company.
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1 75 Plaintiffs' e mail letter also informed Mayhew that plaintiffs recently ran
2 an asset search on Cano because of the protracted and prolonged delays, numerous
3 excuses and reasons why the funds were not forthcoming as Cano consistently
4 represented to plaintiffs.
5

6
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8 76. Plaintiffs allege that after sending the 21 June 2006 e mail letter to
9 Mayhew, plaintiffs never received a response from Mayhew relative thereto as
10 requested, and never spoke with or heard from Mayhew again, notwithstanding
11 plaintiffs efforts to contact and reach Mayhew by e mail and/or telephone to ascertain
12 and confirm the status of Cano's receipt of funding.
13
14

15
16 77. Plaintiffs continued transmitting e mail letters and/or telephoning Cano
17 and GMAC Mortgage LLC, through the summer of 2006 and into September, 2006,
18 and October, 2006, demanding independent verification of the status of the funding as
19 represented and confirmed by Cano upon behalf of GMAC Mortgage, LLC. Cano
20 and GMAC Mortgage, LLC, continued to provide plaintiffs with further excuses to
21 justify the alleged lack and failure of performance .
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26 78. Plaintiffs allege that Richard Cano and his spouse, Claire Cano, filed a
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
84 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
 DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 petition for relief under Chapter 7 of the federal bankruptcy law, Title 11 U.S.C. §§ 361
2 et.seq., on 27 October 2006, for the express reason of, and with specific intent to,
3
4 discharge any and all claims plaintiffs, and similarly situated victims, could assert and
5 advance against Cano arising from Cano's artifice and scheme to defraud. Cano filed
6
7 the chapter 7 petition for relief in the United States Bankruptcy Court for the Western
8 District of Washington, *In re: Richard Cano and Claire E. Cano*, Case No.: 06-
9 42615-PBS.

10
11
12 79. Plaintiffs and other similarly situated victims attended the Section
13 341(a) hearing, the first meeting of creditors, of Richard Cano, on 22 November 2006,
14
15 and concluded on 13 June 2007. During the course and scope of questioning of Cano
16 by Charles Carlson, the duly appointed Chapter 7 trustee, the trustee inquired of Cano
17 whether he owed anyone else any money aside from the persons Cano listed as
18 creditors in his bankruptcy filing. Cano responded, under sworn oath and penalty of
19 perjury, that he did not owe anyone else any monies.
20
21

22
23 80. Plaintiffs allege that in fact Richard Cano's sworn responsive testimony
24
25 to that specific question posed by the Chapter 7 trustee was in fact false and materially
26 misleading inasmuch as Cano had previously obtained, by fraud and/or conversion in
27

1 August, 2006, \$100,000 from Kevin Giel, who was not identified upon Cano's
2 bankruptcy schedules as a creditor. Plaintiffs further allege that Cano's testimony
3 constituted federal bankruptcy fraud inasmuch as Cano, who was represented by
4 counsel of record, Timothy Dack, Esq., gave knowingly false testimony and materially
5 omitted and failed to disclose the receipt of \$100,000 from Kevin Giel, and that
6 Cano knew that he was obligated to testify truthfully under oath.
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11 81. Plaintiffs telephoned the GMAC Mortgage, LLC corporate offices
12 located at Park Plaza Tower II, Park Plaza Drive, Vancouver, Washington, via cell
13 phone, on or about 24 May 2006, demanding to speak with the responsible corporate
14 officer/representative regarding Cano's activities as alleged. The GMAC Mortgage
15 , LLC, corporate officer/representative refused to discuss any matters pertaining to
16 Cano and GMAC Mortgage, LLC.
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21 82. Plaintiffs subsequently learned upon reviewing Cano's petition for
22 relief and accompanying schedules that Cano had also raised monetary funds from
23 other parties who were victims of Cano's fraudulent and felonious activities not only
24 while Cano was employed as a senior loan officer at GMAC Mortgage, LLC, but also
25 victimized parties during Cano's employment with Countrywide Home Loans, Inc.,
26
27

1 and also with Bank of America.

2
3
4 83. Plaintiffs allege that the following parties are victims similarly situated
5 who sustained injuries to their interests in business and/or property by reason of the
6 fraudulent and felonious conduct of Cano and GMAC Mortgage, LLC:
7

- 8 ♦ Kristy Fire and Tim Fire
- 9 ♦ Rebecca Olsen
- 10 ♦ Robert W. Cox and Janice C. Cox
- 11 ♦ Kerrie Skinner
- 12 ♦ Stacy Moore
- 13
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16 84. Plaintiffs allege that the following parties are victims similarly situated
17 who sustained injuries to their interests in business and/or property by reason of the
18 fraudulent and felonious conduct of Cano and Countrywide Home Loans, Inc.:
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- 20 ♦ Michael D. Kroon and Debra A. Kroon: asserted cross claims in
- 21
- 22 *Marilyn Ma Chau, v. Michael D. Kroon and Debra A. Kroon,*
- 23 *Richard Cano, and Countrywide Home Loans, Inc.,* Superior
- 24 Court of the State of Washington in and for the County of Clark,
- 25 Case No.: 06-2-04841-9, filed 25 October 2006, naming Cano and
- 26
- 27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
 87 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

Countrywide Home Loans, Inc., contravention of the Truth in Lending Act ["FTILA"], the Real Estate Settlement Procedures Act ["RESPA"], Title 12 United States Code § 2604 and 24 C.F.R. § 3500.7(b), Title 15 United States Code § 1602, et.seq., R.C.W. 19.86.010, and R.C.W. 31.04.102(2)

♦ Jerry and Marilyn Chau: asserted claims in *Marilyn Ma Chau, v. Michael D. Kroon and Debra A. Kroon, Richard Cano, and Countrywide Home Loans, Inc.*, Superior Court of the State of Washington in and for the County of Clark, Case No.: 06-2-04841-9

♦ Jason Klein

♦ Jim Slaight

85. Plaintiffs allege that there are victims similarly situated who sustained injuries to their interests in business and/or property by reason of similar fraudulent and felonious conduct of Cano and Bank of America:

♦ *Kevin Giel v. Richard Cano, Bank of America*, and General Motors Acceptance Corporation, U.S.D.C. W.D. Wash., 3-2007-CV-05270 [federal securities fraud litigation].

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

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4 86. Plaintiffs allege GMAC Mortgage, LLC, conferred, clothed, and/or
5 otherwise installed and maintained Cano in a position of control, management,
6 supervision, and/or authorized to operate, direct, maintain, and/or otherwise hold a
7 responsible position to manage and direct the Vancouver, Washington, GMAC
8 Mortgage, LLC, corporate offices. Plaintiffs allege that GMAC Mortgage, LLC,
9 corporate managing members, limited liability managing members, and those
10 individuals responsible for supervisory oversight and control knew, and had reason to
11 know, that Cano would conduct business activities from the physical offices of GMAC
12 Mortgage, LLC, that Cano would advance and assert his duly authorized representative
13 capacity as the senior loan officer at that office to develop, negotiate, advance, and
14 ultimately consummate business decisions benefitting to both Cano and GMAC
15 Mortgage, LLC.
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22 87. Plaintiffs allege that GMAC Mortgage, LLC, knew and/or through
23 exercise of reasonable due diligence, should have known and/or ascertained that Cano
24 previously engaged in similar conduct during his employment with Countrywide Home
25 Loans, Inc., resulting with monetary losses to victims Cano dealt with relative to efforts
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1 to provide real estate financing. Plaintiffs further allege that GMAC Mortgage, LLC,
2 hired and trained Cano without conducting a due diligence background check.
3 Plaintiffs also further allege that GMAC Mortgage, LLC, failed to supervise the
4 activities of Cano to prevent Cano from engaging in the conduct and activities alleged
5 herein.
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9 88. Plaintiffs allege that as a direct and proximate result of GMAC
10 Mortgage, LLC's failures as alleged herein, GMAC Mortgage, LLC, breached a duty
11 of care to plaintiffs, and similarly situated victims, to prevent Cano from injuring
12 plaintiffs as alleged herein. Plaintiffs allege that GMAC Mortgage, LLC, was negligent
13 in the hiring of Cano, negligent in the training of Cano, and negligent in the supervision
14 of Cano.
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19 89. Plaintiffs allege that on 31 August 2007, the United States Bankruptcy
20 Court for the Western District of Washington, *In re: Richard Cano and Claire E.*
21 *Cano*, Case No.: 06-42615-PBS, entered an order granting motions for relief from stay
22 to enable plaintiffs to pursue appropriate litigation against Richard Cano for recovery
23 of monetary damages and equitable relief. Plaintiffs had previously filed an adversary
24 proceeding against Cano in *Kauhi v. Cano*, United States Bankruptcy
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
90 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 Court for the Western District of Washington, Adv. Proc. No.: 07- 04006-PBS, for the
2 purpose of obtaining a non-dischargeability judgment based upon fraud, conversation,
3 breach of fiduciary duty, and related claims for relief.
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7 90 Plaintiffs allege that Cano intentionally and materially omitted to
8 disclose and specifically identify the escrow account as property of the estate, as
9 required under Title 11 U.S.C. §541. Plaintiffs further allege that such omission and
10 failure to disclose the escrow account constitutes a material omission of property of the
11 estate. Plaintiffs further allege that the federal bankruptcy court on 2 January 2008
12 entered an order of discharge of the debtors Richard Cano and Claire E. Cano, pursuant
13 to Title 11 U.S.C. § 727.
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18 91. Plaintiffs allege that the omission of the escrow account by Cano
19 from Cano's bankruptcy schedules and petition for relief was, and is, intended to
20 conceal from potential judicial activity recovery of monies from that source, which is
21 property of the estate. Plaintiffs further allege that the concealment of that form of
22 property is to benefit Richard Cano and Claire E. Cano, to the exclusion and detriment
23 of plaintiffs and similarly situated victims.
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1 92. Plaintiffs allege that Cano intentionally and materially omitted to
2 disclose and specifically identify Cano's interests in Darmstad as property of the
3 estate, as required under Title 11 U.S.C. §541. Plaintiffs further allege that such
4 omission and failure to disclose the interests in Darmstad constitutes a material
5 omission of property of the estate. Plaintiffs further allege that the federal bankruptcy
6 court on 2 January 2008 entered an order of discharge of the debtors Richard Cano and
7 Claire E. Cano, pursuant to Title 11 U.S.C. § 727.
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12 93. Plaintiffs allege that Cano, directly and/or indirectly, receives monetary
13 benefits from Darmstad in order to pursue business activities and maintain Cano's
14 ability to live and work. Plaintiffs further allege that Darmstad holds monies that were
15 received from plaintiffs and similarly situated victims, and that such monies have, and
16 continue to, inure to the use and/or benefit of Cano.
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21 94. Plaintiffs allege that Cano employs Darmstad for the purpose of
22 receiving monies from persons and/or entities, such as plaintiffs and similarly situated
23 victims, employing said monies by Cano, and others acting in concert with Cano,
24 unknown to plaintiffs, for purposes of pursuing high yield investment programs, prime
25 bank guarantee programs, and/or bank guarantee programs, retaining proceeds derived
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1 therefrom, for the benefit of Cano. Plaintiffs further allege that Darmstad lacks
2 independent economic and/or financial substance and is employed as an alter ego for
3 Cano.
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7 95. Plaintiffs further allege that upon subsequent independent investigation
8 and inquiry in June, 2006, plaintiffs ascertained and confirmed that Darmstad Clearing
9 & Contracting, Ltd., is an entity specifically identified within an Internet website
10 entitled "Scambaiter – Deutschland Vorchuss-Betrug und die Nigeria-
11 Connection,<http://scambaiter.sc.funpic.de/?link=hotel5>, " which is in fact a vehicle to
12 facilitate and further a form of primate bank guarantee , bank debenture, and/or
13 Nigerian 419 scam.
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18 96. Plaintiffs allege that Richard Cano, with the knowledge of GMAC
19 Mortgage, LLC, and Mark Schaller, convened at least two [2] meetings at Cano's
20 office at GMAC Mortgage, LLC, with Marilyn and Jerry Chau, individuals Cano
21 previously prepared a form of promissory note for the Chaus during Cano's
22 employment with Countrywide Home Loans, Inc. Plaintiffs further allege that at both
23 of these meetings at GMAC Mortgage, LLC, corporate offices, Cano and the Chaus
24 engaged in an intensely escalated and heated verbal exchange, a "shouting match,"
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1 between Cano and the Chaus, the Chaus accusing Cano and Countrywide of having
2 generated and prepared false documents including a promissory note and a deed of
3 trust, obtaining a preliminary commitment for title insurance claiming the borrower s
4 to be Michael Kroon and Debra Kroon, and without the knowledge and/or consent of
5 the Kroons, for the purpose of defrauding the Chaus.
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9 97. Plaintiffs specifically incorporate herein by reference the allegations of
10 the complaint filed by Marilyn Ma Chau against Michael D. Kroon and Debra A.
11 Kroon in *Chau v. Kroon, Cano, and Countrywide Home Loans, Inc.*, Case No.: 06-2-
12 04841-9, Superior Court of Washington for Clark County, and the cross claims filed
13 25 October 2006 by the Kroons against Countrywide Hone Loans, Inc., and Cano in
14 *Chau v. Kroon, Cano, and Countrywide Home Loans, Inc.*, Case No.: 06-2-04841-9
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19 98. Plaintiffs allege that on or about October, 2006, GMAC Mortgage,
20 LLC, terminated Richard Cano from Cano's position upon ascertaining Cano's
21 felonious and wrongful conduct.
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25 99. Plaintiffs allege that on or about November, 2006, GMAC Mortgage,
26 LLC, terminated Mark Schaller from Schaller's supervisory managerial position upon
27

1 ascertaining Schaller's felonious and wrongful conduct.

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4 100. Plaintiffs allege that after 31 December 2006, GMAC Mortgage, LLC,
5 permanently closed the GMAC Mortgage, LLC, corporate offices at Park Plaza Drive,
6 Vancouver, WA, in the aftermath of senior corporate officers and managers discovering
7 the felonious and wrongful conduct of Richard Cano and Mark Schaller, that Schaller
8 had failed and/or refused to supervise Cano's activities and/or conduct, and that
9 Schaller and Cano acted in concert with one another relative to the wrongful and
10 felonious conduct and activities alleged herein.
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16 ***III. RICO SECTION 1961(4) ENTERPRISE ALLEGATIONS re: RICO***
17 ***SECTION 1962©) RE: [TITLE 18 UNITED STATES CODE § 1961(4)]***
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20 101. Plaintiffs allege that defendants were employed by and associated
21 with each other, and engaged in conduct that constitutes a RICO pattern of
22 racketeering activity. Plaintiffs further allege that RICO defendants Mark Schaller,
23 Richard Cano, F. James Mayhew, and GMAC Mortgage, LLC, were knowledgeable
24 and aware of the activities of these RICO enterprises, and that said RICO defendants
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
95 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
 DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 facilitated and furthered the RICO §1962(d) conspiracies alleged herein, for the
 2 purpose and objective of damaging and/or injuring plaintiffs' interests in their
 3 businesses and/or properties. Plaintiffs allege that each of the following configurations
 4 constitute a RICO "enterprise," as that term is defined pursuant to Title 18 United
 5 States Code §1961(4) of the Racketeer Influenced and Corrupt Organizations Act of
 6 1970 ["RICO"] [Title 18 U.S.C. §1961(4)] and within the strictures of *Odom v.*
 7 *Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en banc):

11 A. ***RICO Enterprise No. 1:*** GMAC Mortgage, LLC, Mark Schaller,
 12 and Richard Cano constitute a RICO enterprise, organized and
 13 maintained by and through a consensual hierarchy of partners,
 14 managers, directors, officers, supervisors, agents, deputies, and/or
 15 representatives that formulate and implement policies relative to
 16 the promoting, soliciting, advancing and/or otherwise operating a
 17 business organization for the purpose of offering services for
 18 commercial and residential mortgage loans, personal loans, venture
 19 capital loans, refinancing loans, corporate loans, partnership loans,
 20 and real estate acquisition, development, and sales, and providing
 21 related services, including educational services in the afore
 22 referenced areas. Plaintiffs allege that RICO persons Mark

1 Schaller, Richard Cano, GMAC Mortgage, LLC, and other persons
2 unknown to plaintiffs, acting in concert therewith, are employed by
3 and associated with said RICO enterprise that is engaged in, or
4 activities of which affect, federal interstate and/or foreign
5 commerce, and that said RICO persons, and persons acting in
6 concert therewith, conduct or participate, directly or indirectly, in
7 the conduct of such RICO enterprise's affairs through a RICO
8 pattern of racketeering activity.

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12 B. ***RICO Enterprise No. 2:*** GMAC Mortgage, LLC, is a RICO
13 enterprise, organized and maintained by and through a consensual
14 hierarchy of partners, managers, directors, officers, deputies,
15 agents, supervisors, and/or representatives that formulate and
16 implement policies relative to relative to the promoting, soliciting,
17 advancing and/or otherwise operating a business organization for
18 the purpose of offering services for commercial and residential
19 mortgage loans, personal loans, venture capital loans, refinancing
20 loans, corporate loans, partnership loans, and real estate
21 acquisition, development, and sales, and providing related services,
22 including educational services in the afore referenced areas.
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1 Plaintiffs allege that RICO persons Mark Schaller, Richard Cano,
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3 GMAC Mortgage, LLC, and other persons unknown to plaintiffs,
4
5 acting in concert therewith, are employed by and associated with
6
7 said RICO enterprise that is engaged in, or activities of which
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9 affect, interstate and/or foreign commerce, and that said RICO
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11 persons, and persons acting in concert therewith, conduct or
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13 participate, directly or indirectly, in the conduct of such RICO
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15 enterprise's affairs through a RICO pattern of racketeering activity.

16 Plaintiffs allege that RICO persons Mark Schaller, Richard Cano,
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18 and other persons unknown to plaintiffs acting in concert
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20 therewith, are employed by and associated with said RICO
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22 enterprise that is engaged in, or activities of which affect, federal
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24 interstate and/or foreign commerce, and that said RICO persons,
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26 and persons acting in concert therewith, conduct or participate,
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28 directly or indirectly, in the conduct of such RICO enterprise's
29
30 affairs through a RICO pattern of racketeering activity.

31 C. ***RICO Enterprise No. 3:*** Richard Cano, Mark Schaller, and
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33 Darmstad Clearing & Contracting Ltd., constitute a RICO
34
35 enterprise, organized and maintained by and through a consensual
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1 hierarchy of partners, managers, directors, officers, supervisors,
2 agents, deputies, and/or representatives that formulate and
3 implement policies relative to the promoting, soliciting, advancing
4 and/or otherwise operating a business organization for the purpose
5 of offering services for commercial and residential mortgage loans,
6 personal loans, venture capital loans, refinancing loans, corporate
7 loans, partnership loans, and real estate acquisition, development,
8 and sales, and providing related services. Plaintiffs allege that
9 RICO persons Mark Schaller, Richard Cano, F. James Mayhew,
10 GMAC Mortgage, LLC, and other persons unknown to plaintiffs,
11 acting in concert therewith, are employed by and associated with
12 said RICO enterprise that is engaged in, or activities of which
13 affect, federal interstate and/or foreign commerce, and that said
14 RICO persons, and persons acting in concert therewith, conduct
15 or participate, directly or indirectly, in the conduct of such RICO
16 enterprise's affairs through a RICO pattern of racketeering activity.
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25 ***IV. RICO PATTERN OF RACKETEERING ACTIVITY ALLEGATIONS***
26 ***[TITLE 18 U.S.C. § 1961(5)]***
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
99 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

102. Plaintiffs allege that defendants engaged in the above activities and/or conduct that constitutes the following form of “racketeering activity,” as that term is defined pursuant to Title 18 United States Code §1961(1) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”]:

A. Federal Principal and Aider and Abettor Liability: Title 18 U.S.C.A. §2(a)-(b).

B. Federal Principal and Aider and Abettor Liability re: Aiding and Abetting A Conspiracy: Title 18 U.S.C.A. §2(a)-(b).

C. Federal Principal and Aider and Abettor Liability re: Conspiracy to Commit Aiding and Abetting: Title 18 U.S.C.A. §2(a)-(b). Federal Mail Fraud: Title 18 U.S.C.A. §1341.

D. Federal Bankruptcy Asset Concealment and False Oath: Title 18 U.S.C.A. §152(1)-(3), (7).

E. Federal Bankruptcy Asset Concealment and False Oath re: Aiding and Abetting: Title 18 U.S.C.A. §152(1)-(3), (7).

F. Federal Bankruptcy Asset Concealment and False Oath re: Conspiracy: Title 18 U.S.C.A. §152(1)-(3), (7).

G. Federal Bankruptcy Fraud: Title 18 U.S.C.A. §157(1)-(3).

H. Federal Bankruptcy Fraud re: Aiding and Abetting: Title 18

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 U.S.C.A. §157(1)-(3).

2 I. Federal Bankruptcy Fraud re: Conspiracy: Title 18 U.S.C.A.
3 §157(1)-(3).
4

5 J. Federal Mail Fraud re: Aiding and Abetting: Title 18 U.S.C.A.
6 §1341.
7

8 K. Federal Mail Fraud re: Conspiracy: Title 18 U.S.C.A. §1341.

9 L. Federal Mail Fraud re: Conspiracy to Aid and Abet: Title 18
10 U.S.C.A. §1341.
11

12 M. Federal Mail Fraud re: Aiding and Abetting a Conspiracy: Title 18
13 U.S.C.A. §1341.
14

15 N. Federal Wire Fraud: Title 18 U.S.C.A. §1343.

16 O. Federal Wire Fraud re: Aiding and Abetting: Title 18 U.S.C.A.
17 §1343.
18

19 P. Federal Wire Fraud re: Conspiracy: Title 18 U.S.C.A. §1343.

20 Q. Federal Wire Fraud re: Conspiracy to Aid and Abet: Title 18
21 U.S.C.A. §1343.
22

23 R. Federal Wire Fraud re: Aiding and Abetting a Conspiracy: Title 18
24 U.S.C.A. §1343.
25

26 S. Federal Intangible Personal Property Right Deprivation: Title 18
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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1 U.S.C.A. §1346.

2 T. Federal Racketeering :Title 18 U.S.C.A. §1952.

3
4 U. Federal Racketeering re: Aiding and Abetting: Title 18 U.S.C.A.
5 §1952.

6
7 V. Federal Racketeering re: Conspiracy: Title 18 U.S.C.A. §1952.

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9 W. Federal Racketeering re: Conspiracy to Aid and Abet: Title 18
10 U.S.C.A. §1952.

11
12 X. Federal Racketeering re: Aiding and Abetting a Conspiracy: Title
13 18 U.S.C.A. §1952.

14 Y. Federal Money Laundering: Title 18 U.S.C. §1956.

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16 Z. Federal Money Laundering re: Aiding and Abetting: Title 18
17 U.S.C. §1956.

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19 AA. Federal Money Laundering re: Conspiracy to Aid and Abet: Title
20 18 U.S.C.A. §1956.

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22 BB. Federal Money Laundering re: Aiding and Abetting a Conspiracy:
23 Title 18 U.S.C.A. §1956

24
25 CC. Federal Money Laundering re: Conspiracy: Title 18 U.S.C.
26 §1956(h).

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28 DD. Federal Money Laundering re: Aiding and Abetting a Conspiracy:

***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 Title 18 U.S.C. §1956(h).

2 EE. Federal Money Laundering re: Conspiracy to Aid and Abet: Title
3 18 U.S.C. §1956(h).

4
5 FF. Federal Criminally Derived Property: Title 18 U.S.C. §1957.

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7 GG. Federal Criminally Derived Property re: Aiding and Abetting: Title
8 18 U.S.C. §1957.

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10 HH. Federal Criminally Derived Property re: Conspiracy: Title 18
11 U.S.C. §1957.

12 II. Federal Criminally Derived Property re: Aiding and Abetting a
13 Conspiracy: Title 18 U.S.C. §1957.

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15 JJ. Federal Criminally Derived Property re: Conspiracy to Aid and
16 Abet: Title 18 U.S.C. §1957.

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18 KK. Federal Interstate Transportation of Property Obtained by Fraud,
19 False Pretense, and Conversion: Title 18 U.S.C.A. §2314.

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21 LL. Federal Interstate Transportation of Property Obtained by Fraud,
22 False Pretense, and Conversion re: Aiding and Abetting: Title 18
23 U.S.C.A. §2314.

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25 MM. Federal Interstate Transportation of Property Obtained by Fraud,
26 False Pretense, and Conversion re: Conspiracy: Title 18 U.S.C.A.

27
28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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1 §2314.

2 NN. Federal Interstate Transportation of Property Obtained by Fraud,
3 False Pretense, and Conversion re: Aiding and Abetting a
4 Conspiracy: Title 18 U.S.C.A. §2314.
5

6 OO. Federal Interstate Transportation of Property Obtained by Fraud,
7 False Pretense, and Conversion re: Conspiracy to Aid and Abet:
8 Title 18 U.S.C.A. §2314.
9

10 PP. Federal Interstate Receipt of Transported Property Obtained by
11 Fraud, False Pretense, and Conversion: Title 18 U.S.C.A. §2315.
12

13 QQ. Federal Interstate Receipt of Transported Property Obtained by
14 Fraud, False Pretense, and Conversion re: Aiding and Abetting:
15 Title 18 U.S.C.A. §2315.
16

17 RR. Federal Interstate Receipt of Transported Property Obtained by
18 Fraud, False Pretense, and Conversion re: Conspiracy: Title 18
19 U.S.C.A. §2315.
20

21 SS. Federal Interstate Receipt of Transported Property Obtained by
22 Fraud, False Pretense, and Conversion re: Aiding and Abetting a
23 Conspiracy: Title 18 U.S.C.A. §2315.
24

25 TT. Federal Interstate Receipt of Transported Property Obtained by
26

27
28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
104 ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 Fraud, False Pretense, and Conversion re: Conspiracy to Aid and
2 Abet: Title 18 U.S.C.A. §2315.
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5 103. Plaintiffs allege that above activities and/or conduct engaged in by
6 defendants constitutes a “pattern of racketeering activity,” as that term is defined
7 pursuant to Title 18 United States Code §1961(5) of the Racketeer Influenced and
8 Corrupt Organizations Act of 1970 [“RICO”]. Plaintiffs further allege that the
9 activities and/or conduct engaged in by defendants was both related as to the modus
10 operandi engaged in by said defendants of depriving plaintiffs of plaintiffs’ interests
11 in business and/or property, and was continuous inasmuch as the activities and/or
12 conduct engaged in by defendants exhibited a realistic, long term threat of continued
13 future injury to plaintiffs’ interest in their business and/or property. Plaintiffs further
14 allege that said activities and conduct engaged in by said defendants as evidence of
15 other crimes, wrongs, or acts, pursuant to Rule 404(b) of the Federal Rules of
16 Evidence.
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23 104. Plaintiffs allege that above activities and/or conduct engaged in by said
24 defendants constituted “specified unlawful activity,” as that term is defined pursuant
25 to Title 18 United States Code §1956(c)(7)(A) of the Money Laundering Control Act
26
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
105 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 of 1986, which includes “racketeering activity,” as that term is defined pursuant to Title
 2 18 United States Code §1961(1) of the Racketeer Influenced and Corrupt
 3 Organizations Act of 1970 [“RICO”].
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 6
 7 105. Plaintiffs have sustained damages and/or injuries to their interests in
 8 business and/or property as a result of defendants’ activities and/or conduct, in an
 9 amount exceeding \$3,500,000, as specifically alleged hereinafter:
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- 11 ♦ Monetary funds borrowed and personal/business funds:
 12 \$95,650.00;
- 13 ♦ Loan fees incurred : \$50,000.00;
- 14 ♦ Loan late fees incurred: \$39,365.00;
- 15 ♦ Total loan late fees incurred: \$166,490.00;
- 16 ♦ Lost profits: \$2,240,000.00;
- 17 ♦ Forced sale of plaintiffs’ high performance race car to cover
 18 interest expense/late fee payment: \$14,000.00; and,
- 19 ♦ Lost acquisition of personal residential real property by plaintiffs:
 20 \$575,000.00.

21
 22 Total monetary damages at time of initiation of proceedings:
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24 \$ 3,750,000.
 25
 26
 27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
 106 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

106. Plaintiffs are entitled to recover compensatory damages, according to offer of proof at time of trial. Plaintiffs are also entitled to recover an award of exemplary and punitive damages where allowed. Plaintiffs are entitled to recover attorneys' fees, expenses, fees, surcharges, costs, and prejudgment interest.

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MULTIPLE CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

***[For Commission of Primary Contravention of RICO Section 1962©) of the
Racketeer Influenced and Corrupt Organizations Act of 1970]***

["RICO"]

[Title 18 United States Code §1962©)]

[Against All Defendants]

107. For Plaintiffs' First Claim for Relief, plaintiffs reallege and incorporates Paragraph 1 through 105.

***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

***[RICO Title 18 United States Code Section 1961(1)(B) and (1)(D) Predicate
Offense Contraventions]***

Federal Principal and Aider and Abettor Liability: Title 18 U.S.C.A. §2(a)-(b)

Federal Principal and Aider and Abettor Liability

re: Aiding and Abetting A Conspiracy: Title 18 U.S.C.A. §2(a)-(b)

Federal Principal and Aider and Abettor Liability

re: Conspiracy to Commit Aiding and Abetting: Title 18 U.S.C.A. §2(a)-(b)

Federal Bankruptcy Asset Concealment and False Oath: Title 18 U.S.C.A. §152(1)-
(3), (7)

Federal Bankruptcy Asset Concealment and False Oath re: Aiding and Abetting:
Title 18 U.S.C.A. §152(1)-(3), (7)

Federal Bankruptcy Asset Concealment and False Oath re: Conspiracy: Title 18
U.S.C.A. §152(1)-(3), (7)

Federal Bankruptcy Fraud: Title 18 U.S.C.A. §157(1)-(3)

Federal Bankruptcy Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §157(1)-(3)

Federal Bankruptcy Fraud re: Conspiracy: Title 18 U.S.C.A. §157(1)-(3)

Federal Mail Fraud: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Conspiracy: Title 18 U.S.C.A. §1341

***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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1 Federal Mail Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1341

2 Federal Mail Fraud re: Aiding and Abetting a Conspiracy:

3 Title 18 U.S.C.A. §1341

4 Federal Wire Fraud: Title 18 U.S.C.A. §1343

5 Federal Wire Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1343

6 Federal Wire Fraud re: Conspiracy: Title 18 U.S.C.A. §1343

7 Federal Wire Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1343

8 Federal Wire Fraud re: Aiding and Abetting a Conspiracy:

9 Title 18 U.S.C.A. §1343

10 Federal Intangible Personal Property Right Deprivation: Title 18 U.S.C.A. §1346

11 Federal Racketeering :Title 18 U.S.C.A. §1952

12 Federal Racketeering re: Aiding and Abetting: Title 18 U.S.C.A. §1952

13 Federal Racketeering re: Conspiracy: Title 18 U.S.C.A. §1952

14 Federal Racketeering re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1952

15 Federal Racketeering re: Aiding and Abetting a Conspiracy:

16 Title 18 U.S.C.A. §1952

17 Federal Money Laundering: Title 18 U.S.C. §1956

18 Federal Money Laundering re: Aiding and Abetting: Title 18 U.S.C. §1956

19 Federal Money Laundering re: Conspiracy to Aid and Abet:

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 Title 18 U.S.C.A. §1956

2 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

3 Title 18 U.S.C.A. §1956

4 Federal Money Laundering re: Conspiracy: Title 18 U.S.C. §1956(h)

5 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

6 Title 18 U.S.C. §1956(h)

7 Federal Money Laundering re: Conspiracy to Aid and Abet:

8 Title 18 U.S.C. §1956(h)

9 Federal Criminally Derived Property: Title 18 U.S.C. §1957.

10 Federal Criminally Derived Property re: Aiding and Abetting:

11 Title 18 U.S.C. §1957

12 Federal Criminally Derived Property re: Conspiracy: Title 18 U.S.C. §1957

13 Federal Criminally Derived Property re: Aiding and Abetting a Conspiracy:

14 Title 18 U.S.C. §1957

15 Federal Criminally Derived Property re: Conspiracy to Aid and Abet:

16 Title 18 U.S.C. §1957

17 Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
18 and Conversion: Title 18 U.S.C.A. §2314

19 Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

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2
3 108. Defendants engaged in the aforementioned activities, with the intent to
4 harm plaintiffs' interest in business and/or property, The fraudulent activity engaged
5 by said defendants injured plaintiffs' business and/or property in connection with their
6 business activities that affect federal interstate commerce, resulting in loss of plaintiffs'
7 property interests, business opportunities, and monies.
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14 ***[RICO Title 18 United States Code § 1961(5) Pattern of Racketeering Activity]***
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16 109. The aforementioned activities constitute conduct engaged in by said
17 defendants to deprive plaintiffs of their interest in business and/or property, by and
18 through commission of federal bankruptcy fraud, federal mail fraud, federal wire fraud,
19 federal money laundering, federal interstate transportation and receipt of property
20 obtained by fraud, false pretense, and/or conversion, and federal racketeering, and are
21 therefore indictable as "racketeering activity," as that term is defined pursuant to Title
22 18 United States Code §1961(1)(5). The course of conduct engaged in by said
23 defendants constitute both continuity and relatedness of the racketeering activity,
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
112 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 thereby constituting a “pattern of racketeering activity, as that term is defined pursuant
2 to Title 18 USC §1961(5).
3

4
5 110. The aforementioned pattern of racketeering activity committed by said
6 defendants is both related and continuous inasmuch as it is designed and/or intended
7 to cause damage and/or injury to the interest in business and/or property of plaintiffs,
8 and plaintiffs reasonably believe and apprehend that such conduct shall and will
9 continue prospectively with correlative long term injury.
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15 ***[RICO Section 1962(©) Enterprises]***
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18 111. Plaintiffs allege that defendants were employed by and associated with
19 each other, and engaged in conduct that constitutes a RICO pattern of racketeering
20 activity. Plaintiffs further allege that RICO defendants Richard Cano, Mark Schaller,
21 GMAC Mortgage, LLC, Dormastad Clearing & Contracting Ltd. and/or F. James
22 Mayhew were knowledgeable and aware of the activities of these RICO enterprises,
23 and that said RICO defendants facilitated and furthered the RICO §1962(d)
24 conspiracies alleged herein, for the purpose and objective of damaging and/or injuring
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
113 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 plaintiffs' interests in their businesses and/or properties. Plaintiffs further allege that
 2 each of the following configurations constitute RICO "enterprise," as that term is
 3 defined pursuant to Title 18 United States Code §1961(4) of the Racketeer Influenced
 4 and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961(4)] and within
 5 the strictures of *Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en banc):
 6

7 Plaintiffs allege that defendants were employed by and associated with each
 8 other, and engaged in conduct that constitutes a RICO pattern of racketeering activity.
 9 Plaintiffs further allege that RICO defendants Mark Schaller, Richard Cano, F. James
 10 Mayhew, and GMAC Mortgage, LLC, were knowledgeable and aware of the activities
 11 of these RICO enterprises, and that said RICO defendants facilitated and furthered the
 12 RICO §1962(d) conspiracies alleged herein, for the purpose and objective of damaging
 13 and/or injuring plaintiffs' interests in their businesses and/or properties. Plaintiffs allege
 14 that each of the following configurations constitute a RICO "enterprise," as that term
 15 is defined pursuant to Title 18 United States Code §1961(4) of the Racketeer
 16 Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961(4)]
 17 and within the strictures of *Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en
 18 banc):
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25 A. ***RICO Enterprise No. 1:*** GMAC Mortgage, LLC, Mark Schaller,
 26 and Richard Cano constitute a RICO enterprise, organized and
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
 114 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 maintained by and through a consensual hierarchy of partners,
2 managers, directors, officers, supervisors, agents, deputies, and/or
3 representatives that formulate and implement policies relative to
4 the promoting, soliciting, advancing and/or otherwise operating a
5 business organization for the purpose of offering services for
6 commercial and residential mortgage loans, personal loans, venture
7 capital loans, refinancing loans, corporate loans, partnership loans,
8 and real estate acquisition, development, and sales, and providing
9 related services, including educational services in the afore
10 referenced areas. Plaintiffs allege that RICO persons Mark
11 Schaller, Richard Cano, GMAC Mortgage, LLC, and other persons
12 unknown to plaintiffs, acting in concert therewith, are employed by
13 and associated with said RICO enterprise that is engaged in, or
14 activities of which affect, federal interstate and/or foreign
15 commerce, and that said RICO persons, and persons acting in
16 concert therewith, conduct or participate, directly or indirectly, in
17 the conduct of such RICO enterprise's affairs through a RICO
18 pattern of racketeering activity.

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26 B. ***RICO Enterprise No. 2:*** GMAC Mortgage, LLC, is a RICO

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 enterprise, organized and maintained by and through a consensual
2 hierarchy of partners, managers, directors, officers, deputies,
3 agents, supervisors, and/or representatives that formulate and
4 implement policies relative to relative to the promoting, soliciting,
5 advancing and/or otherwise operating a business organization for
6 the purpose of offering services for commercial and residential
7 mortgage loans, personal loans, venture capital loans, refinancing
8 loans, corporate loans, partnership loans, and real estate
9 acquisition, development, and sales, and providing related services,
10 including educational services in the afore referenced areas.
11 Plaintiffs allege that RICO persons Mark Schaller, Richard Cano,
12 GMAC Mortgage, LLC, and other persons unknown to plaintiffs,
13 acting in concert therewith, are employed by and associated with
14 said RICO enterprise that is engaged in, or activities of which
15 affect, interstate and/or foreign commerce, and that said RICO
16 persons, and persons acting in concert therewith, conduct or
17 participate, directly or indirectly, in the conduct of such RICO
18 enterprise's affairs through a RICO pattern of racketeering activity.
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26 Plaintiffs allege that RICO persons Mark Schaller, Richard Cano,
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1 and other persons unknown to plaintiffs acting in concert
2 therewith, are employed by and associated with said RICO
3 enterprise that is engaged in, or activities of which affect, federal
4 interstate and/or foreign commerce, and that said RICO persons,
5 and persons acting in concert therewith, conduct or participate,
6 directly or indirectly, in the conduct of such RICO enterprise's
7 affairs through a RICO pattern of racketeering activity.
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11 C. ***RICO Enterprise No. 3:*** Richard Cano, Mark Schaller, and
12 Darmstad Clearing & Contracting Ltd., constitute a RICO
13 enterprise, organized and maintained by and through a consensual
14 hierarchy of partners, managers, directors, officers, supervisors,
15 agents, deputies, and/or representatives that formulate and
16 implement policies relative to the promoting, soliciting, advancing
17 and/or otherwise operating a business organization for the purpose
18 of offering services for commercial and residential mortgage loans,
19 personal loans, venture capital loans, refinancing loans, corporate
20 loans, partnership loans, and real estate acquisition, development,
21 and sales, and providing related services. Plaintiffs allege that
22 RICO persons Mark Schaller, Richard Cano, F. James Mayhew,
23
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1 GMAC Mortgage, LLC, and other persons unknown to plaintiffs,
2 acting in concert therewith, are employed by and associated with
3 said RICO enterprise that is engaged in, or activities of which
4 affect, federal interstate and/or foreign commerce, and that said
5 RICO persons, and persons acting in concert therewith, conduct
6 or participate, directly or indirectly, in the conduct of such RICO
7 enterprise's affairs through a RICO pattern of racketeering activity.
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14 112. In conducting the business and affairs of the RICO enterprises, and in
15 committing the acts, omissions, misrepresentations, and breaches referred to herein
16 between late 2005, and continuing up through and including the initiation of these
17 proceedings, defendants engaged in a RICO pattern of racketeering activity in
18 contravention of Title 18 United States Code §1962©) inasmuch as said defendants
19 were employed by, or associated with, said RICO enterprises that are engaged in
20 activities that affect federal interstate and/or foreign commerce, and conducted such
21 RICO enterprise affairs by and through a RICO pattern of racketeering activity.
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[RICO Recovery]

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
118 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

113. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

SECOND CLAIM FOR RELIEF

[For RICO Aiding and Abetting Primary Contravention of RICO Section 1962(©) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §§ 2(a)-(b) and §1962©)]

[Against All Defendants]

114. For Plaintiffs' Second Claim for Relief, plaintiffs reallege and incorporates Paragraph 1 through 105, and the First Claim for Relief.

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

115. Defendants specifically identified herein employed the federal mails and/or federal interstate wires, as well as engaged in racketeering activity as alleged herein, to aid and abet the primary RICO § 1962©) contraventions committed by Richard Cano.

116. ***GMAC Mortgage, LLC and Mark Schaller:*** Plaintiffs allege that GMAC Mortgage, LLC, and Mark Schaller aided and abetted, and facilitated and furthered Canos' RICO contravention, with knowledge of the RICO contravention committed by Cano, and providing substantial assistance to effectuate the contravention of Canos' RICO contravention, by engaging in activities and conduct in the following aspects with the specific intent to injure plaintiffs' interests in business and/or property:

- ◆ facilitating and furthering Canos' artifice and scheme to defraud by assisting in Canos' efforts to operate and employ the physical GMAC Mortgage, LLC, corporate office facilities to convene and conduct conferences with plaintiffs and similarly situated victims, including but not restricted to, telephonic use, electronic messaging, electronic mailing, e mail, instant messaging, permitting, ratifying, confirming, affirming, acquiescing,

consenting, and/or authorizing Cano's employment of those facilities and instrumentalities of federal commerce, and affirmatively representing himself as a GMAC Mortgage, LLC Senior Loan Officer in connection with Cano's activities as alleged herein.

◆ received monies from Cano derived from Canos' RICO contraventions.

◆ received increased business volume as a direct and proximate result of Cano's RICO contraventions.

117. **Mayhew:** Plaintiffs allege that Mayhew aided and abetted, and facilitated and furthered Canos' RICO contravention, with knowledge of the RICO contravention committed by Cano, and providing substantial assistance to effectuate the contravention of Canos' RICO contravention, by engaging in activities and conduct in the following aspects with the specific intent to injure plaintiffs' interests in business and/or property:

◆ Plaintiffs allege that Mayhew omitted to disclose to plaintiffs that Richard Cano at no time had any interest, legal, equitable, or beneficial, in the Co-Operative Bank escrow account funded by

1 Lloyds TSB Bank to remit to Cano the sum of Ten Million British
2 Pounds Sterling, and that Co-Operative Bank Plc agreed to provide
3 Lloyds TSB Bank the of \$387,000 USD from Richard Cano
4 being payment owed to Lloyds TSB Bank, and that such an
5 omission constitutes a material omission of material fact;
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8 ♦ Plaintiffs allege that Mayhew affirmatively represented, assured,
9 reassured, and confirmed to plaintiffs after plaintiffs effected their
10 monetary wire transfers to Darmstad Clearing & Contracting, Ltd.,
11 that Mayhew had confirmed and reaffirmed with Richard Cano
12 that Richard Cano possessed and/or had the right to obtain,
13 receive, and/or access those funds held for the benefit of Richard
14 Cano by the Co-Operative Bank escrow account funded by
15 Lloyds TSB Bank to remit to Cano the sum of Ten Million British
16 Pounds Sterling, and that Co-Operative Bank Plc agreed to provide
17 Lloyds TSB Bank the of \$387,000 USD from Richard Cano
18 being payment owed to Lloyds TSB Bank;
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23 ♦ Plaintiffs allege that on or about 8 May 2006, Mayhew, by and
24 through the employment of federal interstate wires,
25 teleconferencing, and/or communications via telephone, electronic
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1 messaging, electronic mail, instant messaging, and/or e mail,
2
3 contacted plaintiffs and advised plaintiffs that Cano 's funds were
4
5 held at Universal Trust Network Inc ["UTNI"], in Japan, and that
6
7 a fee had to be paid to UTNI to facilitate release of those monies.
8
9 Mayhew requested plaintiffs to "use your contacts to confirm
10 whether this a legitimate co. I will forward any contact
11 information I can gather." "/s/ Jim. According to the 8 May 2006
12 e mail, the information about UTNI was received by Cano via e
13 mail on 8 May 2006 and forwarded to Mayhew;

14 ◆ Plaintiffs allege that on or about 21 June 2006, by and through the
15 employment of federal interstate wires, teleconferencing, and/or
16 communications via telephone, electronic messaging, electronic
17 mail, instant messaging, and/or e mail, plaintiffs contacted Mayhew
18 and informed Mayhew that the UTNI information Mayhew
19 previously forwarded to plaintiffs was in fact an Internet program
20 scam inasmuch as the web site and wire transfer numbers match
21 the web site link referenced on the UTNI communique. Plaintiffs
22 questioned and inquired of Mayhew to confirm whether Cano's
23 activities were legitimate and whether the UTNI account was in
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1 fact Cano's account and whether UTNI was Cano's company.
2
3 Plaintiffs' e mail also informed Mayhew that plaintiffs recently ran
4 an asset search on Cano because of the protracted and prolonged
5 delays, numerous excuses and reasons why the funds were not
6 forthcoming as Cano consistently represented to plaintiffs;
7

8 ♦ Plaintiffs allege that after sending the 21 June 2006 e mail letter to
9 Mayhew, plaintiffs never received a response from Mayhew
10 relative thereto as requested, and never spoke with or heard from
11 Mayhew again, notwithstanding plaintiffs efforts to contact and
12 reach Mayhew by e mail and/or telephone to ascertain and confirm
13 the status of Cano's receipt of funding;
14

15 ♦ Plaintiffs allege that Mayhew recommended, affirmed, confirmed
16 and/or otherwise assured plaintiffs that Cano's activities were
17 legitimate when in fact Mayhew knew, and/or had reason to know,
18 that Cano's activities were fraudulent;
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20 ♦ provided alleged positive third party references for Cano,
21 vouching for Cano's honesty, integrity, business acumen, and
22 character;
23

24 ♦ independently corroborated and/or substantiated the legitimacy
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1 of Cano's activities upon behalf of GMAC Mortgage, LLC, and
2 that such activities were within the scope and course of Cano's
3 authority;
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5 ♦ independently corroborated and/or substantiated the existence of
6 Cano's bank guarantee, evidenced by a bank guarantee instrument
7 issued by The Cooperative Bank, dated 29 November 2005,
8 confirming thereby that Cano, a customer of Co-Operative Bank
9 Plc consummated an agreement with Lloyds TSB Bank to remit to
10 Cano the sum of Ten Million British Pounds Sterling, and that Co-
11 Operative Bank Plc agreed to provide Lloyds TSB Bank the of
12 \$387,000 USD from Cano being payment owed to Lloyds TSB N
13 Bank;
14

15 ♦ independently corroborated and/or substantiated the existence of
16 Cano's bank guarantee evidenced by a bank guarantee instrument
17 issued by The Cooperative Bank, dated 29 November 2005,
18 confirming the existence of an escrow account holding a deposit of
19 Ten Million British Pounds Sterling; and,
20

21 ♦ recommended and encouraged plaintiffs to cooperate with Cano
22 inasmuch as Cano possessed the monetary ability and capacity to
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1 consummate and accomplish the objectives represented to plaintiffs
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3 by Cano.
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5 118. *Darmstad Clearing & Contracting Ltd.*: Plaintiffs allege that
6 Darmstad Clearing & Contracting Ltd., aided and abetted, and facilitated and
7 furthered Canos' RICO contravention, with knowledge of the RICO contravention
8 committed by Cano, and providing substantial assistance to effectuate the
9 contravention of Canos' RICO contravention, by engaging in activities and conduct
10 in the following aspects with the specific intent to injure plaintiffs' interests in business
11 and/or property:
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15 ♦ Plaintiffs allege that Cano, directly and/or indirectly, receives
16 monetary benefits from Darmstad in order to pursue business
17 activities and maintain Cano's ability to live and work. Plaintiffs
18 further allege that Darmstad holds monies that were received from
19 plaintiffs and similarly situated victims, and that such monies have,
20 and continue to, inure to the use and/or benefit of Cano.
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23 ♦ Plaintiffs allege that Cano employs Darmstad for the purpose of
24 receiving monies from persons and/or entities, such as plaintiffs
25 and similarly situated victims, employing said monies by Cano,
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1 and others acting in concert with Cano, unknown to plaintiffs, for
2 purposes of pursuing high yield investment programs, prime bank
3 guarantee programs, and/or bank guarantee programs, retaining
4 proceeds derived therefrom, for the benefit of Cano. Plaintiffs
5 further allege that Darmstad lacks independent economic and/or
6 financial substance and is employed as an alter ego for Cano.
7

8
9 ♦ Plaintiffs allege that the recipient of those monies obtained by
10 fraud and/or conversion, Darmstad Clearing & Contracting Ltd,
11 is an alter ego entity, controlled, managed, administered, and/or
12 operated, directly and/or indirectly, by Cano and/or employees,
13 agents, nominees, deputies, officers, directors, general partners,
14 assigns, representatives, managing members, members, and/or
15 servants controlled, managed, and/or directed by Cano, and for
16 Cano's benefit.
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19 ♦ Plaintiffs allege that Cano, by and through Darmstad Clearing &
20 Contracting Ltd, received plaintiffs' \$82,000 and applied and/or
21 employed those funds, obtained by fraud and/or conversion,
22 commingled with funds received by Cano from other similarly
23 situated victims, into personal and/or commercial activities in
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1 order to conceal and/or disguise the felonious and criminal origin
2 of those monetary funds.

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4 ♦ Plaintiffs further allege that the purpose and objective of Cano
5 instructing plaintiffs, and similarly situated victims, to wire
6 monies to Darmstad Clearing & Contracting Ltd, was to convert
7 the nature of those feloniously acquired monetary funds into
8 legitimate monetary funds, and to insulate and immunize those
9 monetary funds from being discovered and potentially subject to
10 judicial process, including but not restricted to, attachment,
11 garnishment, restraining orders, and/or injunctions.

12
13 ♦ Plaintiffs further allege that upon subsequent independent
14 investigation and inquiry, plaintiffs ascertained and confirmed that
15 Darmstad Clearing & Contracting, Ltd., is an entity specifically
16 identified within an Internet website entitled “Scambaiter –
17 Deutschland Vorchuss-Betrug und die Nigeria-
18 Conenction,<http://scambaiter.sc.funpic.de/?link=hotel5>, “ which
19 is in fact a vehicle to facilitate and further a form of primate bank
20 guarantee , bank debenture, andor Nigerian 417 scam.
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[RICO Respondeat Superior\ Derivative Liability Contentions]

122. At all times material herein, Richard Cano and Mark Schaller functioned and served in their respective capacities of senior loan officer and supervisory managerial officer, an agent, employee, director, designee, officer, partner, representative, managing member, co-managing member, member, and/or servant on behalf of GMAC Mortgage, LLC, and engaged in the fraudulent and felonious conduct in such representative capacities, and that as a proximate result thereof, GMAC Mortgage, LLC, derived a benefit thereby.

123. The aforementioned defendant, GMAC Mortgage, LLC, exercised control, management, and/or direction of Richard Cano and Mark Schaller relative to the complained of fraudulent and felonious activities, with the intent to harm plaintiffs in their business and/or property interests. The fraudulent activities engaged in by said individual defendant on behalf of GMAC Mortgage, LLC, injured and/or damaged plaintiffs' business activities and/or properties in connection with plaintiffs' business activities that affect federal commerce, resulting in deprivation, injury, harm, and/or damages of such property and/or business interests as alleged herein.

124. The commission of the afore described fraudulent and felonious activities by said individual defendants employed by or associated with GMAC Mortgage, LLC, arose within the course and scope of the employ and/or agency with GMAC Mortgage, LLC, and therefore GMAC Mortgage, LLC, is vicariously liable for contravening RICO Section 1962©). Plaintiffs further allege that GMAC Mortgage, LLC, ratified, authorized, acquiesced, and/or consented to the wrongful conduct of Richard Cano and Mark Schaller that proximately caused the injuries sustained by plaintiffs to their interests in business and/or property.

[RICO Recovery]

125. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

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10
11 ***FOURTH CLAIM FOR RELIEF***

12 ***[For Contravention of RICO Section 1962(©) of the Racketeer Influenced***
13 ***and Corrupt Organizations Act of 1970]***

14
15 ***["RICO"]***

16 ***[Title 18 United States Code §1962(©)]***

17 ***[Respondeat Superior \ Derivative Liability]***

18
19 ***[Against Darmstad Clearing & Contracting Ltd Only]***

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21
22 126. For Plaintiffs' Fourth Claim for Relief, plaintiffs reallege and
23 incorporates Paragraphs 1 through 105, and the First, Second, and Third Claims for
24 Relief.

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
133 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

[RICO Respondeat Superior\ Derivative Liability Contentions]

127. At all times material herein, Richard Cano functioned and served in the capacity of senior loan officer, an agent, employee, director, designee, officer, partner, representative, managing member, co-managing member, member, and/or servant on behalf of Darmstad Clearing & Contracting Ltd , and engaged in the fraudulent and felonious conduct in such representative capacities, and that as a proximate result thereof, Darmstad Clearing & Contracting Ltd , derived a benefit thereby.

128. The aforementioned defendant, Darmstad Clearing & Contracting Ltd., exercised control, management, and/or direction of Richard Cano relative to the complained of fraudulent and felonious activities, with the intent to harm plaintiffs in their business and/or property interests. The fraudulent activities engaged in by said individual defendant on behalf of Darmstad Clearing & Contracting Ltd injured and/or damaged plaintiffs' business activities and/or properties in connection with plaintiffs' business activities that affect federal commerce, resulting in deprivation, injury, harm, and/or damages of such property and/or business interests as alleged herein.

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FIFTH CLAIM FOR RELIEF

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[For RICO Aiding and Abetting a RICO Section 1962(d) Conspiracy

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Contravention of RICO Section 1962(c) of the Racketeer Influenced and

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Corrupt Organizations Act of 1970]

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["RICO"]

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[Title 18 United States Code §§ 2(a)-(b) and §§1962(c)-1962(d)]

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19

[Against All Defendants]

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131. For Plaintiffs' Fifth Claim for Relief, plaintiffs reallege and incorporates

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Paragraphs 1 through 105, and the First, Second, Third, and Fourth Claims for Relief.

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132. Defendants specifically identified herein employed the federal mails

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***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

136

1 and/or federal interstate wires, as well as engaged in racketeering activity as alleged
2 herein, to aid and abet the primary RICO § 1962(c) contraventions committed by
3 Richard Cano.
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7 133. ***GMAC Mortgage, LLC and Mark Schaller:*** Plaintiffs allege that
8 GMAC Mortgage, LLC, aided and abetted, and facilitated and furthered Canos'
9 RICO contravention, with knowledge of the RICO contravention committed by Cano,
10 and providing substantial assistance to effectuate the contravention of Canos' RICO
11 contravention, by engaging in activities and conduct in the following aspects with the
12 specific intent to injure plaintiffs' interests in business and/or property:
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14

- 15 ♦ facilitating and furthering Canos' artifice and scheme to defraud
16 by assisting in Canos' efforts to operate and employ the physical
17 GMAC Mortgage, LLC, corporate office facilities to convene and
18 conduct conferences with plaintiffs and similarly situated victims,
19 including but not restricted to, telephonic use, electronic
20 messaging, electronic mailing, e mail, instant messaging,
21 permitting, ratifying, confirming, affirming, acquiescing,
22 consenting, and/or authorizing Cano's employment of those
23 facilities and instrumentalities of federal commerce, and
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
137 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 affirmatively representing himself as a GMAC Mortgage, LLC
 2 Senior Loan Officer in connection with Cano's activities as alleged
 3 herein.
 4

5 ♦ received monies from Cano derived from Canos' RICO
 6 contraventions.
 7

8 ♦ received increased business volume as a direct and proximate
 9 result of Cano's RICO contraventions.
 10

11
 12 134. **Mayhew**: Plaintiffs allege that Mayhew aided and abetted, and
 13 facilitated and furthered Canos' RICO contravention, with knowledge of the RICO
 14 contravention committed by Cano, and providing substantial assistance to effectuate
 15 the contravention of Canos' RICO contravention, by engaging in activities and
 16 conduct in the following aspects with the specific intent to injure plaintiffs' interests in
 17 business and/or property:
 18
 19

20 ♦ Plaintiffs allege that Mayhew omitted to disclose to plaintiffs that
 21 Cano at no time had any interest, legal, equitable, or beneficial, in
 22 the Co-Operative Bank escrow account funded by Lloyds TSB
 23 Bank to remit to Cano the sum of Ten Million British Pounds
 24 Sterling, and that Co-Operative Bank Plc agreed to provide Lloyds
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
 138 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 TSB Bank the of \$387,000 USD from Cano being payment owed
2 to Lloyds TSB Bank, and that such an omission constitutes a
3 material omission of material fact.
4

5 ♦

6 ♦ Plaintiffs allege that Mayhew affirmatively represented, assured,
7 reassured, and confirmed to plaintiffs after plaintiffs effected their
8 monetary wire transfers to Darmstad Clearing & Contracting, Ltd.,
9 that Mayhew had confirmed and reaffirmed with Richard Cano
10 that Richard Cano possessed and/or had the right to obtain,
11 receive, and/or access those funds held for the benefit of Richard
12 Cano by the Co-Operative Bank escrow account funded by
13 Lloyds TSB Bank to remit to Cano the sum of Ten Million British
14 Pounds Sterling, and that Co-Operative Bank Plc agreed to provide
15 Lloyds TSB Bank the of \$387,000 USD from Richard Cano
16 being payment owed to Lloyds TSB Bank;
17

18 ♦ Plaintiffs allege that on or about 8 May 2006, Mayhew, by and
19 through the employment of federal interstate wires,
20 teleconferencing, and/or communications via telephone, electronic
21 messaging, electronic mail, instant messaging, and/or e mail,
22

1 contacted plaintiffs and advised plaintiffs that Cano 's funds were
2 held at Universal Trust Network Inc ["UTNI"], in Japan, and that
3 a fee had to be paid to UTNI to facilitate release of those monies.
4 Mayhew requested plaintiffs to "use your contacts to confirm
5 whether this a legitimate co. I will forward any contact
6 information I can gather." "/s/ Jim. According to the 8 May 2006
7 e mail, the information about UTNI was received by Cano via e
8 mail on 8 May 2006 and forwarded to Mayhew.

12 ♦ Plaintiffs allege that on or about 21 June 2006, by and through the
13 employment of federal interstate wires, teleconferencing, and/or
14 communications via telephone, electronic messaging, electronic
15 mail, instant messaging, and/or e mail, plaintiffs contacted Mayhew
16 and informed Mayhew that the UTNI information Mayhew
17 previously forwarded to plaintiffs was in fact an Internet program
18 scam inasmuch as the web site and wire transfer numbers match
19 the web site link referenced on the UTNI communique. Plaintiffs
20 questioned and inquired of Mayhew to confirm whether Cano's
21 activities were legitimate and whether the UTNI account was in
22 fact Cano's account and whether UTNI was Cano's company.

1 Plaintiffs' e mail also informed Mayhew that plaintiffs recently ran
2 an asset search on Cano because of the protracted and prolonged
3 delays, numerous excuses and reasons why the funds were not
4 forthcoming as Cano consistently represented to plaintiffs.
5

6
7 ♦ Plaintiffs allege that after sending the 21 June 2006 e mail letter to
8 Mayhew, plaintiffs never received a response from Mayhew
9 relative thereto as requested, and never spoke with or heard from
10 Mayhew again, notwithstanding plaintiffs efforts to contact and
11 reach Mayhew by e mail and/or telephone to ascertain and confirm
12 the status of Cano's receipt of funding.
13
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15 ♦ Plaintiffs allege that Mayhew recommended, affirmed, confirmed
16 and/or otherwise assured plaintiffs that Cano's activities were
17 legitimate when in fact Mayhew knew, and/or had reason to know,
18 that Cano's activities were fraudulent.
19

20 ♦ provided alleged positive third party references for Cano,
21 vouching for Cano's honesty, integrity, business acumen, and
22 character;
23

24 ♦ independently corroborated and/or substantiated the legitimacy
25 of Cano's activities upon behalf of GMAC Mortgage, LLC, and
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1 that such activities were within the scope and course of Cano's
2 authority;

3
4 ♦ independently corroborated and/or substantiated the existence of
5 Cano's bank guarantee, evidenced by a bank guarantee instrument
6 issued by The Cooperative Bank, dated 29 November 2005,
7 confirming thereby that Cano, a customer of Co-Operative Bank
8 Plc consummated an agreement with Lloyds TSB Bank to remit to
9 Cano the sum of Ten Million British Pounds Sterling, and that Co-
10 Operative Bank Plc agreed to provide Lloyds TSB Bank the of
11 \$387,000 USD from Cano being payment owed to Lloyds TSB N
12 Bank;
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14
15 ♦ independently corroborated and/or substantiated the existence of
16 Cano's bank guarantee evidenced by a bank guarantee instrument
17 issued by The Cooperative Bank, dated 29 November 2005,
18 confirming the existence of an escrow account holding a deposit of
19 Ten Million British Pounds Sterling; and,
20

21
22 ♦ recommended and encouraged plaintiffs to cooperate with Cano
23 inasmuch as Cano possessed the monetary ability and capacity to
24 consummate and accomplish the objectives represented to plaintiffs
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1 by Cano.

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4 135. *Darmstad Clearing & Contracting Ltd.*: Plaintiffs allege that
5 Darmstad Clearing & Contracting Ltd., aided and abetted, and facilitated and
6 furthered Canos' RICO contravention, with knowledge of the RICO contravention
7 committed by Cano, and providing substantial assistance to effectuate the
8 contravention of Canos' RICO contravention, by engaging in activities and conduct
9 in the following aspects with the specific intent to injure plaintiffs' interests in business
10 and/or property:
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13 ♦ Plaintiffs allege that Cano, directly and/or indirectly, receives
14 monetary benefits from Darmstad in order to pursue business
15 activities and maintain Cano's ability to live and work. Plaintiffs
16 further allege that Darmstad holds monies that were received from
17 plaintiffs and similarly situated victims, and that such monies have,
18 and continue to, inure to the use and/or benefit of Cano.
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21 ♦ Plaintiffs allege that Cano employs Darmstad for the purpose of
22 receiving monies from persons and/or entities, such as plaintiffs
23 and similarly situated victims, employing said monies by Cano,
24 and others acting in concert with Cano, unknown to plaintiffs, for
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1 purposes of pursuing high yield investment programs, prime bank
2 guarantee programs, and/or bank guarantee programs, retaining
3 proceeds derived therefrom, for the benefit of Cano. Plaintiffs
4 further allege that Darmstad lacks independent economic and/or
5 financial substance and is employed as an alter ego for Cano.
6

7
8 ♦ Plaintiffs allege that the recipient of those monies obtained by
9 fraud and/or conversion, Darmstad Clearing & Contracting Ltd,
10 is an alter ego entity, controlled, managed, administered, and/or
11 operated, directly and/or indirectly, by Cano and/or employees,
12 agents, nominees, deputies, officers, directors, general partners,
13 assigns, representatives, managing members, members, and/or
14 servants controlled, managed, and/or directed by Cano, and for
15 Cano's benefit.
16

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18 ♦ Plaintiffs allege that Cano, by and through Darmstad Clearing &
19 Contracting Ltd, received plaintiffs' \$82,000 and applied and/or
20 employed those funds, obtained by fraud and/or conversion,
21 commingled with funds received by Cano from other similarly
22 situated victims, into personal and/or commercial activities in
23 order to conceal and/or disguise the felonious and criminal origin
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1 of those monetary funds.

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3 ♦ Plaintiffs further allege that the purpose and objective of Cano
4 instructing plaintiffs, and similarly situated victims, to wire
5 monies to Darmstad Clearing & Contracting Ltd, was to convert
6 the nature of those feloniously acquired monetary funds into
7 legitimate monetary funds, and to insulate and immunize those
8 monetary funds from being discovered and potentially subject to
9 judicial process, including but not restricted to, attachment,
10 garnishment, restraining orders, and/or injunctions.
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15 136. Plaintiffs allege that the defendants were aware of the commission of the
16 primary RICO contraventions committed by each and every one of them, and that said
17 defendants substantially assisted in the commission of the primary RICO
18 contraventions, thereby deriving a monetary benefit as a result to the detriment of
19 plaintiffs.
20
21
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23 137. Plaintiffs allege that GMAC Mortgage, LLC, Mark Schaller, Mayhew,
24 and Darmstad Clearing & Contracting, Ltd., aided and abetted a RICO Section
25 1962(d) conspiracy between said defendants and Richard Cano to contravene RICO
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
145 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 Section 1962(b) to injure and/or damage plaintiffs' interests in business and/or
2 property.
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[RICO Recovery]

138. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

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146 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

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11 ***SIXTH CLAIM FOR RELIEF***

12 ***[For Commission of Conspiratorial Contravention of RICO Section 1962(©) of***
13 ***the Racketeer Influenced and Corrupt Organizations Act of 1970]***

14
15 ***["RICO"]***

16 ***[Title 18 United States Code §1962(©)]***

17 ***[RE: RICO Section 1962(d)\Pinkerton Doctrine]***

18
19 ***[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]***

20 ***and***

21 ***Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]***

22 ***[Against All Defendants]***

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26 139. For Plaintiffs' Sixth Claim for Relief, plaintiffs reallege and incorporates

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
147 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 Paragraph 1 through 105, and the First, Second, Third, Fourth, and Fifth Claims for
2 Relief.
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4
5 ***[RICO Conspiratorial Liability Contentions]***
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8 140. Commencing in late 2005, and at all times material herein, defendants
9 mutually agreed to engage in the aforementioned racketeering activities and/or wrongful
10 conduct giving rise to the RICO Section 1962©) contraventions, that the objective of
11 that mutual agreement was to destroy plaintiffs' interests in business and/or property,
12 and that such conspiratorial conduct constitutes contravention of RICO Section
13
14 1962(d).
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18 141. Plaintiffs allege that Richard Cano's racketeering activities were
19 facilitated and furthered by the following defendants as set forth herein below:

20 ***GMAC Mortgage, LLC and Mark Schaller*** : Plaintiffs allege that
21
22 GMAC Mortgage, LLC, and Mark Schaller aided and abetted, and
23 facilitated and furthered Canos' RICO contravention, with knowledge
24 of the RICO contravention committed by Cano, and providing substantial
25 assistance to effectuate the contravention of Canos' RICO
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27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
148 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 contravention, by engaging in activities and conduct in the following
2
3 aspects with the specific intent to injure plaintiffs' interests in business
4
5 and/or property:

6 ♦ facilitating and furthering Canos' artifice and scheme to defraud
7
8 by assisting in Canos' efforts to operate and employ the physical
9 GMAC Mortgage, LLC, corporate office facilities to convene and
10 conduct conferences with plaintiffs and similarly situated victims,
11 including but not restricted to, telephonic use, electronic
12 messaging, electronic mailing, e mail, instant messaging,
13 permitting, ratifying, confirming, affirming, acquiescing,
14 consenting, and/or authorizing Cano's employment of those
15 facilities and instrumentalities of federal commerce, and
16 affirmatively representing himself as a GMAC Mortgage, LLC
17 Senior Loan Officer in connection with Cano's activities as alleged
18 herein.

19 ♦ received monies from Cano derived from Canos' RICO
20 contraventions.

21 ♦ received increased business volume as a direct and proximate
22 result of Cano's RICO contraventions.

1 **Mayhew:** Plaintiffs allege that Mayhew aided and abetted, and
 2 facilitated and furthered Canos' RICO contravention, with knowledge
 3 of the RICO contravention committed by Cano, and providing substantial
 4 assistance to effectuate the contravention of Canos' RICO
 5 contravention, by engaging in activities and conduct in the following
 6 aspects with the specific intent to injure plaintiffs' interests in business
 7 and/or property:

11 ♦ Plaintiffs allege that Mayhew omitted to disclose to plaintiffs that
 12 Cano at no time had any interest, legal, equitable, or beneficial, in
 13 the Co-Operative Bank escrow account funded by Lloyds TSB
 14 Bank to remit to Cano the sum of Ten Million British Pounds
 15 Sterling, and that Co-Operative Bank Plc agreed to provide Lloyds
 16 TSB Bank the of \$387,000 USD from Cano being payment owed
 17 to Lloyds TSB Bank, and that such an omission constitutes a
 18 material omission of material fact.

22 ♦ Plaintiffs allege that Mayhew affirmatively represented, assured,
 23 reassured, and confirmed to plaintiffs after plaintiffs effected their
 24 monetary wire transfers to Darmstad Clearing & Contracting, Ltd.,
 25 that Mayhew had confirmed and reaffirmed with Richard Cano

1 that Richard Cano possessed and/or had the right to obtain,
2 receive, and/or access those funds held for the benefit of Richard
3 Cano by the Co-Operative Bank escrow account funded by
4 Lloyds TSB Bank to remit to Cano the sum of Ten Million British
5 Pounds Sterling, and that Co-Operative Bank Plc agreed to provide
6 Lloyds TSB Bank the of \$387,000 USD from Richard Cano
7 being payment owed to Lloyds TSB Bank;
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11 ♦ Plaintiffs allege that on or about 8 May 2006, Mayhew, by and
12 through the employment of federal interstate wires,
13 teleconferencing, and/or communications via telephone, electronic
14 messaging, electronic mail, instant messaging, and/or e mail,
15 contacted plaintiffs and advised plaintiffs that Cano 's funds were
16 held at Universal Trust Network Inc ["UTNI"], in Japan, and that
17 a fee had to be paid to UTNI to facilitate release of those monies.
18 Mayhew requested plaintiffs to "use your contacts to confirm
19 whether this a legitimate co. I will forward any contact
20 information I can gather." "/s/ Jim. According to the 8 May 2006
21 e mail, the information about UTNI was received by Cano via e
22 mail on 8 May 2006 and forwarded to Mayhew.
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1 ♦ Plaintiffs allege that on or about 21 June 2006, by and through the
2 employment of federal interstate wires, teleconferencing, and/or
3 communications via telephone, electronic messaging, electronic
4 mail, instant messaging, and/or e mail, plaintiffs contacted Mayhew
5 and informed Mayhew that the UTNI information Mayhew
6 previously forwarded to plaintiffs was in fact an Internet program
7 scam inasmuch as the web site and wire transfer numbers match
8 the web site link referenced on the UTNI communique. Plaintiffs
9 questioned and inquired of Mayhew to confirm whether Cano's
10 activities were legitimate and whether the UTNI account was in
11 fact Cano's account and whether UTNI was Cano's company.
12 Plaintiffs' e mail also informed Mayhew that plaintiffs recently ran
13 an asset search on Cano because of the protracted and prolonged
14 delays, numerous excuses and reasons why the funds were not
15 forthcoming as Cano consistently represented to plaintiffs.

16 ♦ Plaintiffs allege that after sending the 21 June 2006 e mail letter to
17 Mayhew, plaintiffs never received a response from Mayhew
18 relative thereto as requested, and never spoke with or heard from
19 Mayhew again, notwithstanding plaintiffs efforts to contact and
20

1 reach Mayhew by e mail and/or telephone to ascertain and confirm
2 the status of Cano's receipt of funding.

3
4 ♦ Plaintiffs allege that Mayhew recommended, affirmed, confirmed
5 and/or otherwise assured plaintiffs that Cano's activities were
6 legitimate when in fact Mayhew knew, and/or had reason to know,
7 that Cano's activities were fraudulent.

8
9 ♦ provided alleged positive third party references for Cano,
10 vouching for Cano's honesty, integrity, business acumen, and
11 character;

12
13 ♦ independently corroborated and/or substantiated the legitimacy
14 of Cano's activities upon behalf of GMAC Mortgage, LLC, and
15 that such activities were within the scope and course of Cano's
16 authority;

17
18 ♦ independently corroborated and/or substantiated the existence of
19 Cano's bank guarantee, evidenced by a bank guarantee instrument
20 issued by The Cooperative Bank, dated 29 November 2005,
21 confirming thereby that Cano, a customer of Co-Operative Bank
22 Plc consummated an agreement with Lloyds TSB Bank to remit to
23 Cano the sum of Ten Million British Pounds Sterling, and that Co-
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Operative Bank Plc agreed to provide Lloyds TSB Bank the of \$387,000 USD from Cano being payment owed to Lloyds TSB N Bank;

- ◆ independently corroborated and/or substantiated the existence of Cano's bank guarantee evidenced by a bank guarantee instrument issued by The Cooperative Bank, dated 29 November 2005, confirming the existence of an escrow account holding a deposit of Ten Million British Pounds Sterling; and,
- ◆ recommended and encouraged plaintiffs to cooperate with Cano inasmuch as Cano possessed the monetary ability and capacity to consummate and accomplish the objectives represented to plaintiffs by Cano.

Darmstad Clearing & Contracting Ltd.: Plaintiffs allege that Darmstad Clearing & Contracting Ltd., aided and abetted, and facilitated and furthered Canos' RICO contravention, with knowledge of the RICO contravention committed by Cano, and providing substantial assistance to effectuate the contravention of Canos' RICO contravention, by engaging in activities and conduct in the following aspects with the specific intent to injure plaintiffs' interests in business and/or property:

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 ♦ Plaintiffs allege that Cano, directly and/or indirectly, receives
2 monetary benefits from Darmstad in order to pursue business
3 activities and maintain Cano's ability to live and work. Plaintiffs
4 further allege that Darmstad holds monies that were received from
5 plaintiffs and similarly situated victims, and that such monies have,
6 and continue to, inure to the use and/or benefit of Cano.

7
8 ♦ Plaintiffs allege that Cano employs Darmstad for the purpose of
9 receiving monies from persons and/or entities, such as plaintiffs
10 and similarly situated victims, employing said monies by Cano,
11 and others acting in concert with Cano, unknown to plaintiffs, for
12 purposes of pursuing high yield investment programs, prime bank
13 guarantee programs, and/or bank guarantee programs, retaining
14 proceeds derived therefrom, for the benefit of Cano. Plaintiffs
15 further allege that Darmstad lacks independent economic and/or
16 financial substance and is employed as an alter ego for Cano.

17
18 ♦ Plaintiffs allege that the recipient of those monies obtained by
19 fraud and/or conversion, Darmstad Clearing & Contracting Ltd,
20 is an alter ego entity, controlled, managed, administered, and/or
21 operated, directly and/or indirectly, by Cano and/or employees,
22
23
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1 agents, nominees, deputies, officers, directors, general partners,
2 assigns, representatives, managing members, members, and/or
3 servants controlled, managed, and/or directed by Cano, and for
4 Cano's benefit.

5
6
7 ♦ Plaintiffs allege that Cano, by and through Darmstad Clearing &
8 Contracting Ltd, received plaintiffs' \$82,000 and applied and/or
9 employed those funds, obtained by fraud and/or conversion,
10 commingled with funds received by Cano from other similarly
11 situated victims, into personal and/or commercial activities in
12 order to conceal and/or disguise the felonious and criminal origin
13 of those monetary funds.

14
15
16 ♦ Plaintiffs further allege that the purpose and objective of Cano
17 instructing plaintiffs, and similarly situated victims, to wire
18 monies to Darmstad Clearing & Contracting Ltd, was to convert
19 the nature of those feloniously acquired monetary funds into
20 legitimate monetary funds, and to insulate and immunize those
21 monetary funds from being discovered and potentially subject to
22 judicial process, including but not restricted to, attachment,
23 garnishment, restraining orders, and/or injunctions.

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3 142. The aforementioned defendants in this Claim for Relief are
4 conspiratorially liable under application of the *Pinkerton* Doctrine [*Pinkerton, v.*
5 *United States*, 328 U.S. 640 (1946) and *Salinas, v. United States*, 522 U.S. 52
6 (1997)] for the substantive RICO Section 1962(c) contraventions committed by
7 defendants inasmuch as:
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- 9
10 A. Defendants engaged in the fraudulent activities that constitute the
11 RICO pattern of racketeering activity;
12
13 B. Defendants are members of the RICO conspiracy designed and
14 intended to contravene RICO Section 1962(b);
15
16 C. Defendants engaged in activities in furtherance of advancing and
17 promoting the RICO conspiracy designed and intended to
18 contravene RICO Section 1962(b);
19
20 D. All defendants are members of the RICO conspiracy at and during
21 the time frame the fraudulent activities were committed that
22 constitute the RICO pattern of racketeering activity; and,
23
24 E. The offense fell within the scope of the unlawful agreement and
25 could reasonably have been foreseen to be a necessary or natural
26 consequence of the unlawful agreement.
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
157 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

[RICO Recovery]

143. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

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COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

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SEVENTH CLAIM FOR RELIEF

[For Commission of Conspiratorial Contravention of RICO Section 1962©) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"] RE: RICO Aiding and Abetting

[Title 18 United States Code §1962©)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

144. For Plaintiffs' Seventh Claim for Relief, plaintiffs reallege and incorporates Paragraph 1 through 105, and the First, Second, Third, Fourth, Fifth,

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 and Sixth Claims for Relief.

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4 ***[RICO Conspiratorial Liability Contentions]***

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7 145. Commencing in late 2005, and at all times material herein, defendants
8 mutually agreed to engage in the aforementioned racketeering activities and/or wrongful
9 conduct giving rise to the RICO Section 1962©) contraventions, that the objective of
10 that mutual agreement was to destroy plaintiffs' interests in business and/or property,
11 and that such conspiratorial conduct constitutes contravention of RICO Section
12 1962(d).
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16 146. Plaintiffs allege that Richard Cano's racketeering activities were
17 facilitated and furthered by the following defendants as set forth herein below:
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19 ***GMAC Mortgage, LLC and Mark Schaller:*** Plaintiffs allege that
20 GMAC Mortgage, LLC, and Mark Schaller aided and abetted, and
21 facilitated and furthered Canos' RICO contravention, with knowledge
22 of the RICO contravention committed by Cano, and providing substantial
23 assistance to effectuate the contravention of Canos' RICO
24 contravention, by engaging in activities and conduct in the following
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
160 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

aspects with the specific intent to injure plaintiffs' interests in business and/or property:

◆ facilitating and furthering Canos' artifice and scheme to defraud by assisting in Canos' efforts to operate and employ the physical GMAC Mortgage, LLC, corporate office facilities to convene and conduct conferences with plaintiffs and similarly situated victims, including but not restricted to, telephonic use, electronic messaging, electronic mailing, e mail, instant messaging, permitting, ratifying, confirming, affirming, acquiescing, consenting, and/or authorizing Cano's employment of those facilities and instrumentalities of federal commerce, and affirmatively representing himself as a GMAC Mortgage, LLC Senior Loan Officer in connection with Cano's activities as alleged herein.

◆ received monies from Cano derived from Canos' RICO contraventions.

◆ received increased business volume as a direct and proximate result of Cano's RICO contraventions.

Mayhew: Plaintiffs allege that Mayhew aided and abetted, and

1 facilitated and furthered Canos' RICO contravention, with knowledge
2 of the RICO contravention committed by Cano, and providing substantial
3 assistance to effectuate the contravention of Canos' RICO
4 contravention, by engaging in activities and conduct in the following
5 aspects with the specific intent to injure plaintiffs' interests in business
6 and/or property:
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9 ♦ Plaintiffs allege that Mayhew omitted to disclose to plaintiffs that
10 Cano at no time had any interest, legal, equitable, or beneficial, in
11 the Co-Operative Bank escrow account funded by Lloyds TSB
12 Bank to remit to Cano the sum of Ten Million British Pounds
13 Sterling, and that Co-Operative Bank Plc agreed to provide Lloyds
14 TSB Bank the of \$387,000 USD from Cano being payment owed
15 to Lloyds TSB Bank, and that such an omission constitutes a
16 material omission of material fact.
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19 ♦ Plaintiffs allege that Mayhew affirmatively represented, assured,
20 reassured, and confirmed to plaintiffs after plaintiffs effected their
21 monetary wire transfers to Darmstad Clearing & Contracting, Ltd.,
22 that Mayhew had confirmed and reaffirmed with Richard Cano
23 that Richard Cano possessed and/or had the right to obtain,
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1 receive, and/or access those funds held for the benefit of Richard
2 Cano by the Co-Operative Bank escrow account funded by
3 Lloyds TSB Bank to remit to Cano the sum of Ten Million British
4 Pounds Sterling, and that Co-Operative Bank Plc agreed to provide
5 Lloyds TSB Bank the of \$387,000 USD from Richard Cano
6 being payment owed to Lloyds TSB Bank;
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9 ♦ Plaintiffs allege that on or about 8 May 2006, Mayhew, by and
10 through the employment of federal interstate wires,
11 teleconferencing, and/or communications via telephone, electronic
12 messaging, electronic mail, instant messaging, and/or e mail,
13 contacted plaintiffs and advised plaintiffs that Cano 's funds were
14 held at Universal Trust Network Inc ["UTNI"], in Japan, and that
15 a fee had to be paid to UTNI to facilitate release of those monies.
16 Mayhew requested plaintiffs to "use your contacts to confirm
17 whether this a legitimate co. I will forward any contact
18 information I can gather." "/s/ Jim. According to the 8 May 2006
19 e mail, the information about UTNI was received by Cano via e
20 mail on 8 May 2006 and forwarded to Mayhew.
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26 ♦ Plaintiffs allege that on or about 21 June 2006, by and through the
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1 employment of federal interstate wires, teleconferencing, and/or
2 communications via telephone, electronic messaging, electronic
3 mail, instant messaging, and/or e mail, plaintiffs contacted Mayhew
4 and informed Mayhew that the UTNI information Mayhew
5 previously forwarded to plaintiffs was in fact an Internet program
6 scam inasmuch as the web site and wire transfer numbers match
7 the web site link referenced on the UTNI communique. Plaintiffs
8 questioned and inquired of Mayhew to confirm whether Cano's
9 activities were legitimate and whether the UTNI account was in
10 fact Cano's account and whether UTNI was Cano's company.
11 Plaintiffs' e mail also informed Mayhew that plaintiffs recently ran
12 an asset search on Cano because of the protracted and prolonged
13 delays, numerous excuses and reasons why the funds were not
14 forthcoming as Cano consistently represented to plaintiffs.

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20 ♦ Plaintiffs allege that after sending the 21 June 2006 e mail letter to
21 Mayhew, plaintiffs never received a response from Mayhew
22 relative thereto as requested, and never spoke with or heard from
23 Mayhew again, notwithstanding plaintiffs efforts to contact and
24 reach Mayhew by e mail and/or telephone to ascertain and confirm
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1 the status of Cano's receipt of funding.

2 ♦ Plaintiffs allege that Mayhew recommended, affirmed, confirmed
3 and/or otherwise assured plaintiffs that Cano's activities were
4 legitimate when in fact Mayhew knew, and/or had reason to know,
5 that Cano's activities were fraudulent.
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8 ♦ provided alleged positive third party references for Cano,
9 vouching for Cano's honesty, integrity, business acumen, and
10 character;
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12 ♦ independently corroborated and/or substantiated the legitimacy
13 of Cano's activities upon behalf of GMAC Mortgage, LLC, and
14 that such activities were within the scope and course of Cano's
15 authority;
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18 ♦ independently corroborated and/or substantiated the existence of
19 Cano's bank guarantee, evidenced by a bank guarantee instrument
20 issued by The Cooperative Bank, dated 29 November 2005,
21 confirming thereby that Cano, a customer of Co-Operative Bank
22 Plc consummated an agreement with Lloyds TSB Bank to remit to
23 Cano the sum of Ten Million British Pounds Sterling, and that Co-
24 Operative Bank Plc agreed to provide Lloyds TSB Bank the of
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1 \$387,000 USD from Cano being payment owed to Lloyds TSB N
2 Bank;

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4 ♦ independently corroborated and/or substantiated the existence of
5 Cano's bank guarantee evidenced by a bank guarantee instrument
6 issued by The Cooperative Bank, dated 29 November 2005,
7 confirming the existence of an escrow account holding a deposit of
8 Ten Million British Pounds Sterling; and,

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11 ♦ recommended and encouraged plaintiffs to cooperate with Cano
12 inasmuch as Cano possessed the monetary ability and capacity to
13 consummate and accomplish the objectives represented to plaintiffs
14 by Cano.
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16 ***Darmstad Clearing & Contracting Ltd.:*** Plaintiffs allege that Darmstad
17 Clearing & Contracting Ltd., aided and abetted, and facilitated and
18 furthered Canos' RICO contravention, with knowledge of the RICO
19 contravention committed by Cano, and providing substantial assistance
20 to effectuate the contravention of Canos' RICO contravention, by
21 engaging in activities and conduct in the following aspects with the
22 specific intent to injure plaintiffs' interests in business and/or property:
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26 ♦ Plaintiffs allege that Cano, directly and/or indirectly, receives
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1 monetary benefits from Darmstad in order to pursue business
2 activities and maintain Cano's ability to live and work. Plaintiffs
3 further allege that Darmstad holds monies that were received from
4 plaintiffs and similarly situated victims, and that such monies have,
5 and continue to, inure to the use and/or benefit of Cano.
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8 ♦ Plaintiffs allege that Cano employs Darmstad for the purpose of
9 receiving monies from persons and/or entities, such as plaintiffs
10 and similarly situated victims, employing said monies by Cano,
11 and others acting in concert with Cano, unknown to plaintiffs, for
12 purposes of pursuing high yield investment programs, prime bank
13 guarantee programs, and/or bank guarantee programs, retaining
14 proceeds derived therefrom, for the benefit of Cano. Plaintiffs
15 further allege that Darmstad lacks independent economic and/or
16 financial substance and is employed as an alter ego for Cano.
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19 ♦ Plaintiffs allege that the recipient of those monies obtained by
20 fraud and/or conversion, Darmstad Clearing & Contracting Ltd,
21 is an alter ego entity, controlled, managed, administered, and/or
22 operated, directly and/or indirectly, by Cano and/or employees,
23 agents, nominees, deputies, officers, directors, general partners,
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1 assigns, representatives, managing members, members, and/or
2 servants controlled, managed, and/or directed by Cano, and for
3 Cano's benefit.
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5 ♦ Plaintiffs allege that Cano, by and through Darmstad Clearing &
6 Contracting Ltd, received plaintiffs' \$82,000 and applied and/or
7 employed those funds, obtained by fraud and/or conversion,
8 commingled with funds received by Cano from other similarly
9 situated victims, into personal and/or commercial activities in
10 order to conceal and/or disguise the felonious and criminal origin
11 of those monetary funds.
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14 ♦ Plaintiffs further allege that the purpose and objective of Cano
15 instructing plaintiffs, and similarly situated victims, to wire
16 monies to Darmstad Clearing & Contracting Ltd, was to convert
17 the nature of those feloniously acquired monetary funds into
18 legitimate monetary funds, and to insulate and immunize those
19 monetary funds from being discovered and potentially subject to
20 judicial process, including but not restricted to, attachment,
21 garnishment, restraining orders, and/or injunctions.
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1 147. The aforementioned defendants in this Claim for Relief are
2 conspiratorially liable under application of the *Pinkerton* Doctrine [*Pinkerton, v.*
3 *United States*, 328 U.S. 640 (1946) and *Salinas, v. United States*, 522 U.S. 52
4 (1997)] for the substantive RICO Section 1962©) contraventions committed by
5 defendants inasmuch as:
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- 8 A. Defendants engaged in the fraudulent activities that constitute the
9 RICO pattern of racketeering activity;
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- 11 B. Defendants are members of the RICO conspiracy designed and
12 intended to contravene RICO Section 1962©);
13
- 14 C. Defendants engaged in activities in furtherance of advancing and
15 promoting the RICO conspiracy designed and intended to
16 contravene RICO Section 1962©);
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- 18 D. All defendants are members of the RICO conspiracy at and during
19 the time frame the fraudulent activities were committed that
20 constitute the RICO pattern of racketeering activity; and,
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- 22 E. The offense fell within the scope of the unlawful agreement and
23 could reasonably have been foreseen to be a necessary or natural
24 consequence of the unlawful agreement.
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[RICO Recovery]

148. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

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COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

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8 ***EIGHTH CLAIM FOR RELIEF***

9 ***[For Conspiratorial Contravention of RICO Section 1964©) of the***
10 ***Racketeer Influenced and Corrupt Organizations Act of 1970]***

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12 ***["RICO"]***

13 ***[Title 18 United States Code §1962©) and § 1964©)]***

14
15 ***[RE: RICO Section 1962(d)\Pinkerton Doctrine]***

16 ***[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)***

17 ***and***

18
19 ***Salinas, v. United States*, 522 U.S. 52 (1997) *Conspiratorial Liability]***

20 ***re: Conspiracy to Conceal Artifice and Scheme to Defraud***

21 ***[Against All Defendants]***

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25 149. For Plaintiffs' Eighth Claim for Relief, plaintiffs reallege and incorporates
26 Paragraphs 1 through 105, and the First, Second, Third, Fourth, Fifth, Sixth, and

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
171 ***ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 Seventh Claims for Relief alleged under the federal Racketeer Influenced and Corrupt
2 Organizations Act of 1970 [“RICO”][Title 18 U.S.C.A. §§1961 et.seq.].
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5 ***[RICO Conspiratorial Liability Contentions]***
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8 150. Commencing in late 2005, and at all times material herein, defendants
9 mutually agreed to engage in the aforementioned racketeering activities and/or wrongful
10 conduct giving rise to the RICO Section 1962(c) contraventions, that the objective of
11 that mutual agreement was to destroy plaintiffs’ interests in business and/or property,
12 and that such conspiratorial conduct constitutes contravention of RICO Section
13 1962(d).
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18 151. Plaintiffs allege that defendants conspired with each other, and other
19 persons and/or entities presently unknown to plaintiffs, to destroy plaintiffs’ interests
20 in business and/or property, by and through the secretion and concealment of
21 plaintiffs’ monies and properties in repositories controlled, managed, directed, and/or
22 administered by defendants with the specific intent to frustrate, dissuade, and/or
23 discourage legal efforts to recover against defendants.
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
172 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

1 152. The aforementioned defendants in this Claim for Relief are
2 conspiratorially liable under application of the *Pinkerton* Doctrine [*Pinkerton, v.*
3 *United States*, 328 U.S. 640 (1946) and *Salinas, v. United States*, 522 U.S. 52
4 (1997)] for the substantive RICO Section 1962(c) contraventions committed by
5 defendants inasmuch as:
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- 8 A. Defendants engaged in the fraudulent activities that constitute the
9 RICO pattern of racketeering activity;
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- 11 B. Defendants are members of the RICO conspiracy designed and
12 intended to contravene RICO Section 1962©);
13
- 14 C. Defendants engaged in activities in furtherance of advancing and
15 promoting the RICO conspiracy designed and intended to
16 contravene RICO Section 1962©);
17
- 18 D. All defendants are members of the RICO conspiracy at and during
19 the time frame the fraudulent activities were committed that
20 constitute the RICO pattern of racketeering activity; and,
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- 22 E. The offense fell within the scope of the unlawful agreement and
23 could reasonably have been foreseen to be a necessary or natural
24 consequence of the unlawful agreement.
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8 ***[RICO Recovery]***

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11 153. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code
12 §1964©), treble damages in the amount to be determined by offer of proof at time of
13 trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation,
14 as well as damages arising from lost profits and/or lost business opportunities
15 attributable to the activities engaged in by defendants committed in furtherance of the
16 Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
17 U.S.C. §1961 et.seq.].
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

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1 Federal Principal and Aider and Abettor Liability: Title 18 U.S.C.A. §2(a)-(b)

2 Federal Principal and Aider and Abettor Liability

3 re: Aiding and Abetting A Conspiracy: Title 18 U.S.C.A. §2(a)-(b)

4 Federal Principal and Aider and Abettor Liability

5 re: Conspiracy to Commit Aiding and Abetting: Title 18 U.S.C.A. §2(a)-(b)

6 Federal Bankruptcy Asset Concealment and False Oath: Title 18 U.S.C.A. §152(1)-
7 (3), (7)

8 Federal Bankruptcy Asset Concealment and False Oath re: Aiding and Abetting:
9 Title 18 U.S.C.A. §152(1)-(3), (7)

10 Federal Bankruptcy Asset Concealment and False Oath re: Conspiracy: Title 18
11 U.S.C.A. §152(1)-(3), (7)

12 Federal Bankruptcy Fraud: Title 18 U.S.C.A. §157(1)-(3)

13 Federal Bankruptcy Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §157(1)-(3)

14 Federal Bankruptcy Fraud re: Conspiracy: Title 18 U.S.C.A. §157(1)-(3)

15 Federal Mail Fraud: Title 18 U.S.C.A. §1341

16 Federal Mail Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1341

17 Federal Mail Fraud re: Conspiracy: Title 18 U.S.C.A. §1341

18 Federal Mail Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1341

19 Federal Mail Fraud re: Aiding and Abetting a Conspiracy:

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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

1 Title 18 U.S.C.A. §1341

2 Federal Wire Fraud: Title 18 U.S.C.A. §1343

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4 Federal Wire Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1343

5 Federal Wire Fraud re: Conspiracy: Title 18 U.S.C.A. §1343

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7 Federal Wire Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1343

8 Federal Wire Fraud re: Aiding and Abetting a Conspiracy:

9 Title 18 U.S.C.A. §1343

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11 Federal Intangible Personal Property Right Deprivation: Title 18 U.S.C.A. §1346

12 Federal Racketeering :Title 18 U.S.C.A. §1952

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14 Federal Racketeering re: Aiding and Abetting: Title 18 U.S.C.A. §1952

15 Federal Racketeering re: Conspiracy: Title 18 U.S.C.A. §1952

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17 Federal Racketeering re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1952

18 Federal Racketeering re: Aiding and Abetting a Conspiracy:

19 Title 18 U.S.C.A. §1952

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21 Federal Money Laundering: Title 18 U.S.C. §1956

22 Federal Money Laundering re: Aiding and Abetting: Title 18 U.S.C. §1956

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24 Federal Money Laundering re: Conspiracy to Aid and Abet:

25 Title 18 U.S.C.A. §1956

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27 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
177 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

Title 18 U.S.C.A. §1956

Federal Money Laundering re: Conspiracy: Title 18 U.S.C. §1956(h)

Federal Money Laundering re: Aiding and Abetting a Conspiracy:

Title 18 U.S.C. §1956(h)

Federal Money Laundering re: Conspiracy to Aid and Abet:

Title 18 U.S.C. §1956(h)

Federal Criminally Derived Property: Title 18 U.S.C. §1957.

Federal Criminally Derived Property re: Aiding and Abetting:

Title 18 U.S.C. §1957

Federal Criminally Derived Property re: Conspiracy: Title 18 U.S.C. §1957

Federal Criminally Derived Property re: Aiding and Abetting a Conspiracy:

Title 18 U.S.C. §1957

Federal Criminally Derived Property re: Conspiracy to Aid and Abet:

Title 18 U.S.C. §1957

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Aiding and Abetting: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,

1 and Conversion re: Conspiracy: Title 18 U.S.C.A. §2314

2 Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,

3 and Conversion re: Aiding and Abetting a Conspiracy: Title 18 U.S.C.A. §2314

4 Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,

5 and Conversion re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §2314

6 Federal Interstate Receipt of Transported Property Obtained by Fraud, False

7 Pretense, and Conversion: Title 18 U.S.C.A. §2315

8 Federal Interstate Receipt of Transported Property Obtained by Fraud, False

9 Pretense, and Conversion re: Aiding and Abetting: Title 18 U.S.C.A. §2315

10 Federal Interstate Receipt of Transported Property Obtained by Fraud, False

11 Pretense, and Conversion re: Conspiracy: Title 18 U.S.C.A. §2315

12 Federal Interstate Receipt of Transported Property Obtained by Fraud, False

13 Pretense, and Conversion re: Aiding and Abetting a Conspiracy:

14 Title 18 U.S.C.A. §2315

15 Federal Interstate Receipt of Transported Property Obtained by Fraud, False

16 Pretense, and Conversion re: Conspiracy to Aid and Abet:

17 Title 18 U.S.C.A. §2315

18 155. Defendants engaged in the aforementioned activities, with the intent to

19 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
20 ***ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON***
21 ***DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***
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1 harm plaintiffs' interest in business and/or property, The fraudulent activity engaged
2 by said defendants injured plaintiffs' business and/or property in connection with their
3 business activities that affect federal interstate commerce, resulting in loss of plaintiffs'
4 property interests, business opportunities, and monies.
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8 ***[RICO Title 18 United States Code § 1961(5) Pattern of Racketeering Activity]***
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11 156. The aforementioned activities constitute conduct engaged in by said
12 defendants to deprive plaintiffs of their interest in business and/or property, by and
13 through commission of federal bankruptcy fraud, federal mail fraud, federal wire fraud,
14 federal money laundering, federal interstate transportation and receipt of property
15 obtained by fraud, false pretense, and/or conversion, and federal racketeering, and are
16 therefore indictable as "racketeering activity," as that term is defined pursuant to Title
17 18 United States Code §1961(1)(5). The course of conduct engaged in by said
18 defendants constitute both continuity and relatedness of the racketeering activity,
19 thereby constituting a "pattern of racketeering activity, as that term is defined pursuant
20 to Title 18 USC §1961(5).
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26 157. The aforementioned pattern of racketeering activity committed by said
27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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1 defendants is both related and continuous inasmuch as it is designed and/or intended
2 to cause damage and/or injury to the interest in business and/or property of plaintiffs,
3 and plaintiffs reasonably believe and apprehend that such conduct shall and will
4 continue prospectively with correlative long term injury.
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8 ***[RICO Section 1962(b) Enterprises re: Mere Subterfuge RICO Enterprises]***
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11 158. Plaintiffs allege that defendants engaged in a RICO pattern of
12 racketeering activity to acquire and/or maintain, directly and/or indirectly, interest in
13 and/or control of the RICO enterprises identified herein below, and that such RICO
14 enterprises are in fact victim RICO enterprises. Plaintiffs further allege that RICO
15 defendants Richard Cano, GMAC Mortgage, LLC, Mark Schaller, F. James Mayhew,
16 and/or Darmstad Contracting & Clearing, Ltd., were knowledgeable and aware of the
17 activities of these RICO enterprises, and that said RICO defendants facilitated and
18 furthered the RICO §1962(d) conspiracies alleged herein, for the purpose and objective
19 of damaging and/or injuring plaintiffs' interests in their businesses and/or properties.
20 Plaintiffs further allege that each of the following configurations constitute RICO
21 "enterprise," as that term is defined pursuant to Title 18 United States Code §1961(4)
22 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
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1 U.S.C. §1961(4)] and within the strictures of *Odom v. Microsoft Corp.*, 486 F.3d 541
2 (9th Cir. 2007)(en banc):
3

4
5 A. ***RICO Enterprise No. 1:*** GMAC Mortgage, LLC, Mark Schaller,
6 and Richard Cano constitute a RICO enterprise, organized and
7 maintained by and through a consensual hierarchy of partners,
8 managers, directors, officers, supervisors, agents, deputies, and/or
9 representatives that formulate and implement policies relative to
10 the promoting, soliciting, advancing and/or otherwise operating a
11 business organization for the purpose of offering services for
12 commercial and residential mortgage loans, personal loans, venture
13 capital loans, refinancing loans, corporate loans, partnership loans,
14 and real estate acquisition, development, and sales, and providing
15 related services, including educational services in the afore
16 referenced areas. Plaintiffs allege that RICO persons Richard
17 Cano, Mark Schaller, GMAC Mortgage, LLC, and other persons
18 unknown to plaintiffs, acting in concert therewith, are employed by
19 and associated with said RICO enterprise that is engaged in, or
20 activities of which affect, federal interstate and/or foreign
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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1 commerce, and that said RICO persons, and persons acting in
2 concert therewith, conduct or participate, directly or indirectly, in
3 the conduct of such RICO enterprise's affairs through a RICO
4 pattern of racketeering activity.
5

6
7 B. ***RICO Enterprise No. 2:*** GMAC Mortgage, LLC, is a RICO
8 enterprise, organized and maintained by and through a consensual
9 hierarchy of partners, managers, directors, officers, deputies,
10 agents, supervisors, and/or representatives that formulate and
11 implement policies relative to relative to the promoting, soliciting,
12 advancing and/or otherwise operating a business organization for
13 the purpose of offering services for commercial and residential
14 mortgage loans, personal loans, venture capital loans, refinancing
15 loans, corporate loans, partnership loans, and real estate
16 acquisition, development, and sales, and providing related services,
17 including educational services in the afore referenced areas.
18 Plaintiffs allege that RICO persons Richard Cano, Mark Schaller,
19 GMAC Mortgage, LLC, and other persons unknown to plaintiffs,
20 acting in concert therewith, are employed by and associated with
21 said RICO enterprise that is engaged in, or activities of which
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1 affect, interstate and/or foreign commerce, and that said RICO
2 persons, and persons acting in concert therewith, conduct or
3 participate, directly or indirectly, in the conduct of such RICO
4 enterprise's affairs through a RICO pattern of racketeering activity.
5

6 Plaintiffs allege that RICO person Richard Cano, and other
7 persons unknown to plaintiffs acting in concert therewith, are
8 employed by and associated with said RICO enterprise that is
9 engaged in, or activities of which affect, federal interstate and/or
10 foreign commerce, and that said RICO persons, and persons acting
11 in concert therewith, conduct or participate, directly or indirectly,
12 in the conduct of such RICO enterprise's affairs through a RICO
13 pattern of racketeering activity.
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18 C. ***RICO Enterprise No. 3:*** Richard Cano and Darmstad Clearing &
19 Contracting Ltd., constitute a RICO enterprise, organized and
20 maintained by and through a consensual hierarchy of partners,
21 managers, directors, officers, supervisors, agents, deputies, and/or
22 representatives that formulate and implement policies relative to
23 the promoting, soliciting, advancing and/or otherwise operating a
24 business organization for the purpose of offering services for
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1 commercial and residential mortgage loans, personal loans, venture
2 capital loans, refinancing loans, corporate loans, partnership loans,
3 and real estate acquisition, development, and sales, and providing
4 related services. Plaintiffs allege that RICO persons Richard Cano,
5 F. James Mayhew, GMAC Mortgage, LLC, and other persons
6 unknown to plaintiffs, acting in concert therewith, are employed by
7 and associated with said RICO enterprise that is engaged in, or
8 activities of which affect, federal interstate and/or foreign
9 commerce, and that said RICO persons, and persons acting in
10 concert therewith, conduct or participate, directly or indirectly, in
11 the conduct of such RICO enterprise's affairs through a RICO
12 pattern of racketeering activity.
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19 159. In committing the acts, omissions, misrepresentations, and breaches
20 referred to herein between late 2005, and continuing up through and including the
21 initiation of these proceedings, defendants engaged in a RICO pattern of racketeering
22 activity in contravention of Title 18 United States Code §1962(b) inasmuch as said
23 defendants engaged in a RICO pattern of racketeering activity to acquire and/or
24 maintain, directly and/or indirectly, interest in and/or control of the RICO enterprises
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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1 identified herein above, and that such RICO enterprises are in fact mere subterfuge
2 RICO enterprises, and that said RICO enterprises are engaged in activities that affect
3 federal interstate and/or foreign commerce, and conducted such RICO enterprise affairs
4 by and through a RICO pattern of racketeering activity.
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8 ***[RICO Recovery]***
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11 160. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code
12 §1964©), treble damages in the amount to be determined by offer of proof at time of
13 trial. Plaintiffs are also entitled to recover attorneys' fees and costs of this litigation,
14 as well as damages arising from lost profits and/or lost business opportunities
15 attributable to the activities engaged in by defendants committed in furtherance of the
16 Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
17 U.S.C. §1961 et.seq.].
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)***

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1 herein, to aid and abet the primary RICO § 1962(b) contraventions committed by
2 Richard Cano.
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5 163. ***GMAC Mortgage, LLC and Mark Schaller:*** Plaintiffs allege that
6
7 GMAC Mortgage, LLC, and Mark Schaller aided and abetted, and
8
9 facilitated and furthered Canos' RICO contravention, with knowledge
10
11 of the RICO contravention committed by Cano, and providing substantial
12
13 assistance to effectuate the contravention of Canos' RICO
14
15 contravention, by engaging in activities and conduct in the following
16
17 aspects with the specific intent to injure plaintiffs' interests in business
18
19 and/or property:
20

- 21 ♦ facilitating and furthering Canos' artifice and scheme to defraud
22
23 by assisting in Canos' efforts to operate and employ the physical
24
25 GMAC Mortgage, LLC, corporate office facilities to convene and
26
27 conduct conferences with plaintiffs and similarly situated victims,
28
29 including but not restricted to, telephonic use, electronic
30
31 messaging, electronic mailing, e mail, instant messaging,
32
33 permitting, ratifying, confirming, affirming, acquiescing,
34
35 consenting, and/or authorizing Cano's employment of those

1 facilities and instrumentalities of federal commerce, and
 2 affirmatively representing himself as a GMAC Mortgage, LLC
 3 Senior Loan Officer in connection with Cano's activities as alleged
 4 herein.
 5

6
 7 ♦ received monies from Cano derived from Canos' RICO
 8 contraventions.

9
 10 ♦ received increased business volume as a direct and proximate
 11 result of Cano's RICO contraventions.
 12

13
 14 164. **Mayhew:** Plaintiffs allege that Mayhew aided and abetted, and
 15 facilitated and furthered Canos' RICO contravention, with knowledge of the RICO
 16 contravention committed by Cano, and providing substantial assistance to effectuate
 17 the contravention of Canos' RICO contravention, by engaging in activities and
 18 conduct in the following aspects with the specific intent to injure plaintiffs' interests in
 19 business and/or property:
 20

21
 22 ♦ Plaintiffs allege that Mayhew omitted to disclose to plaintiffs that
 23 Cano at no time had any interest, legal, equitable, or beneficial, in
 24 the Co-Operative Bank escrow account funded by Lloyds TSB
 25 Bank to remit to Cano the sum of Ten Million British Pounds
 26
 27

28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 ["RICO"] [18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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1 Sterling, and that Co-Operative Bank Plc agreed to provide Lloyds
2 TSB Bank the of \$387,000 USD from Cano being payment owed
3 to Lloyds TSB Bank, and that such an omission constitutes a
4 material omission of material fact.

5
6 ♦ Plaintiffs allege that Mayhew affirmatively represented, assured,
7 reassured, and confirmed to plaintiffs after plaintiffs effected their
8 monetary wire transfers to Darmstad Clearing & Contracting, Ltd.,
9 that Mayhew had confirmed and reaffirmed with Richard Cano
10 that Richard Cano possessed and/or had the right to obtain,
11 receive, and/or access those funds held for the benefit of Richard
12 Cano by the Co-Operative Bank escrow account funded by
13 Lloyds TSB Bank to remit to Cano the sum of Ten Million British
14 Pounds Sterling, and that Co-Operative Bank Plc agreed to provide
15 Lloyds TSB Bank the of \$387,000 USD from Richard Cano
16 being payment owed to Lloyds TSB Bank;

17
18 ♦ Plaintiffs allege that on or about 8 May 2006, Mayhew, by and
19 through the employment of federal interstate wires,
20 teleconferencing, and/or communications via telephone, electronic
21 messaging, electronic mail, instant messaging, and/or e mail,

1 contacted plaintiffs and advised plaintiffs that Cano 's funds were
2 held at Universal Trust Network Inc ["UTNI"], in Japan, and that
3 a fee had to be paid to UTNI to facilitate release of those monies.
4 Mayhew requested plaintiffs to "use your contacts to confirm
5 whether this a legitimate co. I will forward any contact
6 information I can gather." "/s/ Jim. According to the 8 May 2006
7 e mail, the information about UTNI was received by Cano via e
8 mail on 8 May 2006 and forwarded to Mayhew.

12 ♦ Plaintiffs allege that on or about 21 June 2006, by and through the
13 employment of federal interstate wires, teleconferencing, and/or
14 communications via telephone, electronic messaging, electronic
15 mail, instant messaging, and/or e mail, plaintiffs contacted Mayhew
16 and informed Mayhew that the UTNI information Mayhew
17 previously forwarded to plaintiffs was in fact an Internet program
18 scam inasmuch as the web site and wire transfer numbers match
19 the web site link referenced on the UTNI communique. Plaintiffs
20 questioned and inquired of Mayhew to confirm whether Cano's
21 activities were legitimate and whether the UTNI account was in
22 fact Cano's account and whether UTNI was Cano's company.

1 Plaintiffs' e mail also informed Mayhew that plaintiffs recently ran
2 an asset search on Cano because of the protracted and prolonged
3 delays, numerous excuses and reasons why the funds were not
4 forthcoming as Cano consistently represented to plaintiffs.
5

6
7 ♦ Plaintiffs allege that after sending the 21 June 2006 e mail letter to
8 Mayhew, plaintiffs never received a response from Mayhew
9 relative thereto as requested, and never spoke with or heard from
10 Mayhew again, notwithstanding plaintiffs efforts to contact and
11 reach Mayhew by e mail and/or telephone to ascertain and confirm
12 the status of Cano's receipt of funding.
13
14

15 ♦ Plaintiffs allege that Mayhew recommended, affirmed, confirmed
16 and/or otherwise assured plaintiffs that Cano's activities were
17 legitimate when in fact Mayhew knew, and/or had reason to know,
18 that Cano's activities were fraudulent.
19

20 ♦ provided alleged positive third party references for Cano,
21 vouching for Cano's honesty, integrity, business acumen, and
22 character;
23

24 ♦ independently corroborated and/or substantiated the legitimacy
25 of Cano's activities upon behalf of GMAC Mortgage, LLC, and
26
27

1 that such activities were within the scope and course of Cano's
2 authority;

3
4 ♦ independently corroborated and/or substantiated the existence of
5 Cano's bank guarantee, evidenced by a bank guarantee instrument
6 issued by The Cooperative Bank, dated 29 November 2005,
7 confirming thereby that Cano, a customer of Co-Operative Bank
8 Plc consummated an agreement with Lloyds TSB Bank to remit to
9 Cano the sum of Ten Million British Pounds Sterling, and that Co-
10 Operative Bank Plc agreed to provide Lloyds TSB Bank the of
11 \$387,000 USD from Cano being payment owed to Lloyds TSB N
12 Bank;
13

14
15 ♦ independently corroborated and/or substantiated the existence of
16 Cano's bank guarantee evidenced by a bank guarantee instrument
17 issued by The Cooperative Bank, dated 29 November 2005,
18 confirming the existence of an escrow account holding a deposit of
19 Ten Million British Pounds Sterling; and,
20

21
22 ♦ recommended and encouraged plaintiffs to cooperate with Cano
23 inasmuch as Cano possessed the monetary ability and capacity to
24 consummate and accomplish the objectives represented to plaintiffs
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26
27

by Cano.

165. *Darmstad Clearing & Contracting Ltd.*: Plaintiffs allege that Darmstad Clearing & Contracting Ltd., aided and abetted, and facilitated and furthered Canos' RICO contravention, with knowledge of the RICO contravention committed by Cano, and providing substantial assistance to effectuate the contravention of Canos' RICO contravention, by engaging in activities and conduct in the following aspects with the specific intent to injure plaintiffs' interests in business and/or property:

◆ Plaintiffs allege that Cano, directly and/or indirectly, receives monetary benefits from Darmstad in order to pursue business activities and maintain Cano's ability to live and work. Plaintiffs further allege that Darmstad holds monies that were received from plaintiffs and similarly situated victims, and that such monies have, and continue to, inure to the use and/or benefit of Cano.

◆ Plaintiffs allege that Cano employs Darmstad for the purpose of receiving monies from persons and/or entities, such as plaintiffs and similarly situated victims, employing said monies by Cano, and others acting in concert with Cano, unknown to plaintiffs, for

1 purposes of pursuing high yield investment programs, prime bank
2 guarantee programs, and/or bank guarantee programs, retaining
3 proceeds derived therefrom, for the benefit of Cano. Plaintiffs
4 further allege that Darmstad lacks independent economic and/or
5 financial substance and is employed as an alter ego for Cano.
6

7
8 ♦ Plaintiffs allege that the recipient of those monies obtained by
9 fraud and/or conversion, Darmstad Clearing & Contracting Ltd,
10 is an alter ego entity, controlled, managed, administered, and/or
11 operated, directly and/or indirectly, by Cano and/or employees,
12 agents, nominees, deputies, officers, directors, general partners,
13 assigns, representatives, managing members, members, and/or
14 servants controlled, managed, and/or directed by Cano, and for
15 Cano's benefit.
16

17
18 ♦ Plaintiffs allege that Cano, by and through Darmstad Clearing &
19 Contracting Ltd, received plaintiffs' \$82,000 and applied and/or
20 employed those funds, obtained by fraud and/or conversion,
21 commingled with funds received by Cano from other similarly
22 situated victims, into personal and/or commercial activities in
23 order to conceal and/or disguise the felonious and criminal origin
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1 of those monetary funds.

2
3 ♦ Plaintiffs further allege that the purpose and objective of Cano
4 instructing plaintiffs, and similarly situated victims, to wire
5 monies to Darmstad Clearing & Contracting Ltd, was to convert
6 the nature of those feloniously acquired monetary funds into
7 legitimate monetary funds, and to insulate and immunize those
8 monetary funds from being discovered and potentially subject to
9 judicial process, including but not restricted to, attachment,
10 garnishment, restraining orders, and/or injunctions.
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15 166. Plaintiffs allege that the defendants were aware of the commission of the
16 primary RICO contraventions committed by each and every one of them, and that said
17 defendants substantially assisted in the commission of the primary RICO
18 contraventions, thereby deriving a monetary benefit as a result to the detriment of
19 plaintiffs.
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28 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
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[RICO Recovery]

167. Plaintiffs are entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiffs are also entitled to recover attorneys’ fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §1961 et.seq.].

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COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON DOCTRINE CONSPIRACY, PINKERTON v UNITED STATES, 328 U.S. 640 (1946)

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11 ***ELEVENTH CLAIM FOR RELIEF***

12 ***[For Contravention of RICO Section 1962(b) of the Racketeer Influenced***
13 ***and Corrupt Organizations Act of 1970]***

14
15 ***[“RICO”]***

16 ***[Title 18 United States Code §1962(b)]***

17 ***[Respondeat Superior \ Derivative Liability]***

18
19 ***[Against GMAC Mortgage, LLC Only]***

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22 168. For Plaintiffs’ Eleventh Claim for Relief, plaintiffs reallege and
23 incorporates Paragraphs 1 through 105, and the First, Second, Third, Fourth, Fifth,
24 Sixth, Seventh, Eighth, Ninth, and Tenth Claims for Relief.

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198 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 [“RICO”][18 USC §§1961 et.seq] RE: RICO §1962(d) PINKERTON
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[RICO Respondeat Superior\ Derivative Liability Contentions]

169. At all times material herein, Richard Cano and Mark Schaller functioned and served in their respective capacities of senior loan officer and supervisory managerial officer, an agent, employee, director, designee, officer, partner, representative, managing member, co-managing member, member, and/or servant on behalf of GMAC Mortgage, LLC, and engaged in the fraudulent and felonious conduct in such representative capacities, and that as a proximate result thereof, GMAC Mortgage, LLC, derived a benefit thereby.

170. The aforementioned defendant, GMAC Mortgage, LLC, exercised control, management, and/or direction of Richard Cano and Mark Schaller relative to the complained of fraudulent and felonious activities, with the intent to harm plaintiffs in their business and/or property interests. The fraudulent activities engaged in by said individual defendants on behalf of GMAC Mortgage, LLC, injured and/or damaged plaintiffs' business activities and/or properties in connection with plaintiffs' business activities that affect federal commerce, resulting in deprivation, injury, harm, and/or damages of such property and/or business interests as alleged herein.

